

PROCUREMENT OPERATING PRACTICES MANUAL (DRAFT*)

** This document has been approved by Ames Laboratory Executive Council; DOE has requested further revisions and has not officially approved.*

1.0 APPROVAL RECORD

- Reviewed by: Training & Documents Coordinator (Hiliary Burns)
- Approved by: Manager, Purchasing & Property Services (Andrea Spiker)
- Approved by: Chief Operations Officer (Mark Murphy)

The official approval record for this document is maintained by Training & Documents.

2.0 REVISION/REVIEW INFORMATION

In accordance with the Ames Laboratory Document Control program, this manual will be reviewed every three years. The revision description for this document is available from and maintained by the author.

3.0 INTRODUCTION

3.1. Purpose

The mission of Ames Laboratory Purchasing is to procure supplies and services consistent with sound, ethical business practices and applicable regulations. The objective of the Purchasing department is to deliver to its customers on a timely basis those best value products and services necessary to accomplish the mission of the Laboratory. This manual has been compiled to assist Ames Laboratory Purchasing personnel, Laboratory administration, and Laboratory employees in efficient, effective procurement practices which enable Ames Laboratory to comply with the requirements of its Prime Contract with DOE ([DE-AC02-07CH11358](#)) and applicable Iowa State University (ISU) purchasing regulations.

3.2. Scope

The guidelines set forth within this document apply to the acquisition of goods, services, repair/maintenance services, capital equipment, personal services, research and development work, construction, and architect-engineering services at the Laboratory.

3.3. Organization

This manual is arranged to guide the customer through the requisitioning requirements at Ames Laboratory – from simple purchases of commercial off-the-shelf supplies and services to more complex, non-commercial research and development supplies and services.

Procurement of goods and services is a responsibility of the Purchasing department with directions from the Chief Operations Officer and the Laboratory Director. Only those individuals within the Purchasing department authorized to do so can make commitments for the expenditure of Laboratory funds. This authority may be delegated by Laboratory policies. Ames Laboratory will not consider itself bound by commitments to subcontractors made by persons who do not have delegated procurement authority.

To promote acquisition of quality products and services at fair and reasonable prices that provide the best value to Ames Laboratory and the U.S. Government, sourcing activities

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shall foster practices including: identifying capable and reliable subcontractors who either show track records of successful past performance in a safe manner or demonstrate a current superior ability to perform, minimizing lead-time and administrative costs while maintaining adequate competition of procurements, and facilitating quality relationships with vendors. Long-term agreements with best-of-class suppliers are encouraged to promote partnering activities that provide for effective pricing, reduced costs, sharing of risks, increased efficiencies and reduced administrative redundancies.

Negotiations regarding selection of suppliers, prices, or any other financial arrangements shall be conducted by, or with the participation of, Procurement personnel.

Commensurate with the level of procurement authority delegated, the Purchasing Agent is obligated to use sound business practices, be innovative, maintain professionalism, and obtain market knowledge relative to the procurement.

Competition is the preferred method of subcontracting and is consistent with best-value purchasing practices and considering the total cost of acquisition. Obtaining best value in procurement is achieved through a multi-faceted approach resulting in the acquisition of quality products at fair and reasonable prices. Best value includes considering the total cost of proposals and quotations that are the most advantageous to the U.S. Government, considering cost, pricing, and the expected performance, past performance, and other variables as appropriate.

Procurement actions are made utilizing standard forms and formats. The [Ames Laboratory Purchasing website](#) houses many of these forms available for customer use.

3.4. Individual Authority

Purchasing agents are authorized to procure goods and services on behalf of the Laboratory, not to exceed the limitations set forth for their classification without approval by higher authority.

- Purchasing Agent I, <\$10,000
- Purchasing Agent II, <\$50,000
- Purchasing Agent III, <\$250,000
- Purchasing Manager, <\$3,000,000
- Chief Operations Officer, >\$3,000,00
- Procurement Card Holders, as specified by individual approvals, not to exceed the micro-purchase threshold.

3.5. Actions Requiring DOE Approval

DOE written approval is required for any procurement action falling into one of the following actions:

- Laboratory award of any subcontract having a value greater than \$500,000, or any subcontract modification, which will cause the value to exceed \$500,000.
- Any Buy American Act (BAA) exception determination for the non-availability for individual items valued in excess of \$500,000.
- Any Buy American Act exception determination other than non-availability exception.
- Any purchase requiring a wage determination either covered under the Service

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- Contract Act, or Davis-Bacon Act.
- Laboratory award of any Inter-Contractor Purchases (ICPs) or Inter-entity work orders (IWOs) expected to exceed \$1,000,000.
- Any acquisition of software by negotiated lease or license.
- Purchase of patents or patent license rights, including the payment of royalties, and permits or license fees.
- Purchase for the recognition of proprietary rights, including the recognition of technical data as trade secrets.
- Any restriction of DOE's use of the supplies or data procured under a subcontract.
- Leasing, purchasing, or otherwise acquiring real property.
- The purchase of utilities is defined as: steam, gas, electricity, telephone lines, water, and sewage furnished to ISU-owned building space occupied by Ames-funded personnel.
- Any other subcontract action that DOE would like to review or approve, at its discretion.
- All additions to, modifications or deletions of, this document which result in substantive changes thereto shall be submitted to DOE for approval prior to implementation.

4.0 DEFINITIONS

As used herein, the following terms are interchangeable:

- 1) Purchase Order and Subcontract
- 2) Buyer, Purchasing Agent and Contract Administrator
- 3) Supplier, Seller, Vendor and Subcontractor
- 4) Procurement and Purchasing

Any reference to DOE or the Department shall mean the Department of Energy.

Addendum: Revision to the technical specification or statement of work normally prepared by technical personnel that is incorporated into solicitations, purchase orders, or contracts by Procurement personnel.

Advance payments: Advances of money made to a supplier prior to, in anticipation of, and for the purpose of complete performance under a contract or purchase order. Since they are not measured by performance, they differ from partial, progress, or other payments measured and made on the basis of performance. Advance payments are the **least desired** method of supplier financing due to the potential risk to the Laboratory, and must be approved by the Purchasing Manager and Accounting Manager prior to any agreements.

Advance procurement plan: Documentation of an agreement between a requesting division, support divisions, and Purchasing on the details and approach to be used for a significant procurement. An advance procurement plan must be approved by the Procurement manager.

Affirmative procurement: U.S. Environmental Protection Agency, U.S. Department of Energy, U.S. Department of Agriculture and any other agency requirements for the acquisition of designated recycled content, energy efficient, or bio based products. This may also be referred to as purchasing of "green" products or "sustainable" products.

Amendment: A written revision to an existing document.

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Approval: A written or electronic authorization to proceed with a proposed transaction based on review of a Purchasing process document.

Approval to proceed: A verbal or written authorization to proceed with on-site work issued by the Contractor only after award of purchase order/subcontract by Purchasing and compliance with applicable environment, safety, and health (ES&H) requirements.

Architect-engineer services: Licensed professional services associated with research; development; design; and construction, alteration, or repair of real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform. These include studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual design, plans and specifications, preparation of operating and maintenance manuals, cost estimating, value engineering, technical support to field inspection, and other related services.

Audit: A systematic examination of a supplier's or prospective supplier's accounting record and documents by a professional contract cost auditor.

Award: Notification by the Laboratory of acceptance or a counter-offer of an offer that has been made by an offeror and may be verbal or written, in accordance with applicable policy and procedures.

Award document: A purchase order, contract, agreement, task order, work order, or any other written or electronic document used to record the agreements between the Laboratory and suppliers.

Best value source selection technical criteria: The criteria Laboratory personnel incorporate into a solicitation and use to evaluate appropriate technical and management capabilities of potential suppliers.

Best value source selection process: A negotiation process whereby a tradeoff or analysis between the technical and management differences of suppliers, and their respective prices, is made by the source selection official to determine if these differences justify paying the cost differential, if any, between potential suppliers.

Bio based product: A product designated by the Secretary of Agriculture to be a commercial or industrial product that is composed, in whole or significant part, of biological products or renewable domestic agricultural materials or forestry materials.

Blanket agreement: A bilateral procurement document with negotiated terms and conditions to be applied to future work by the issuance of purchase orders, task orders, or work orders to be signed by both parties. Blanket agreements include basic ordering agreements, blanket purchase agreements, or similar type arrangements that do not obligate funds with the original agreement. Blanket agreements are not contracts. Each task order, standing order, purchase order, or work order issued represents an individual contract subject only to the terms and conditions specified in the blanket agreement.

Certificate of commercial pricing: A form signed by the supplier that certifies that, to the best of its knowledge, the prices offered to the Laboratory under its offer/proposal for those *items of supply or services* are no higher than any other price charged to any customer, including any governmental instrumentality, during the preceding sixty (60) days.

Certificate of current cost or pricing data: A form signed by the supplier that certifies that to the best of its knowledge and belief, the cost or pricing data submitted in a proposal was accurate, complete, and current as of the date of agreement on price or, if applicable, another date agreed upon between the parties that is as close as practicable to the date of agreement

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on price. Certification by the supplier is required for non-commercial procurement actions that have a value of \$750,000 or greater, see section

Change order: A unilateral or bilateral revision to an existing purchase order or contract prepared by Purchasing personnel.

Commercial item: Means:

- 1) Any item, other than real property, that is of a type customarily used by the general public or by nongovernmental entities for purposes other than governmental purposes, and that:
 - a) Has been sold, leased, or licensed to the general public or
 - b) Has been offered for sale, lease, or license to the general public.
- 2) Any item that evolved from an item described in paragraph 1 of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a government or Laboratory solicitation.
- 3) Any item that would satisfy a criterion expressed in paragraphs 1 or 2 of this definition, except for:
 - a) Modifications of a type customarily available in the commercial marketplace or
 - b) Minor modifications of a type not customarily available in the commercial marketplace made to meet federal government or Laboratory requirements. Minor modifications mean modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final products. Dollar values and percentages may be used as guideposts but are not conclusive evidence that modification is minor.
- 4) Any combination of items meeting the requirement of paragraphs 1, 2, 3, or 5 of this definition that are of a type customarily combined and sold in combination to the general public.
- 5) Installation services, maintenance services, repair services, training services, and other services if:
 - a) Such services are procured for support of an item referred to in paragraph 1, 2, 3, or 4 of this definition, regardless of whether such services are provided by the same source or at the same time as the item and
 - b) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the federal government.
- 6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services:
 - a) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last made, to a significant number of buyers constituting the general public and

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- b) Market prices mean current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- 7) Any item, combination of items, or service referred to in paragraphs 1 through 6, notwithstanding that fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor.
- 8) A non-developmental item, if the Laboratory determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple state and local governments.
- 9) "Commercial information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the Laboratory.
 - a) For purposes of this definition, equipment is used by an Laboratory if the equipment issued by the agency directly or is used by a contractor under a contract with the Laboratory that requires:
 - i. Its use or
 - ii. To a significant extent, its use in the performance of a service or the furnishing of a product.
 - b) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
 - c) The term "information technology" does not include any equipment that:
 - i. Is acquired by a contractor incidental to a contract or
 - ii. Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment, where information technology is integral to its operation, are not information technology.

Commercially available off-the-shelf (COTS) item:

- 1) Means any item of supply (including construction material) that is:
 - a) A commercial item (as defined above),
 - b) Sold in substantial quantities in the commercial marketplace, and
 - c) Offered to the government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 USC App. 1702), such as agricultural products and petroleum products.

Competition: Effective competition exists when it is expected that two or more responsive and responsible suppliers will submit independently prepared offers in response to a solicitation. When only one response is received, the award is still considered competitive if price analysis alone supports price reasonableness on the one proposal received. Other acceptable definitions for effective competition are:

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- 1) **Rotation:** Under blanket agreements, it is the method whereby the opportunity to quote on a specific requirement is offered to suppliers on a rotating basis.
- 2) **Mini-competition:** Under blanket agreements, it is the method whereby the opportunity to quote on a specific requirement is offered to two or more blanket holders, and selection is based on an evaluation of those quotes.
- 3) **Government source:** An acquisition is made using a government supply source.
- 4) **Full and Open Competition:** By posting on [FBO.gov](#).
- 5) When said supplier is named in a competed DOE awarded FOA

Competitive range: The post-evaluation, pre-award phase of a negotiated procurement, where one or more suppliers is identified for continued negotiations.

Confidentiality: The protection of information that pertains to any procurement activity. Purchasing may request that technical evaluators and members of technical evaluation teams restrict their use of information contained in any supplier proposal to Ames Laboratory for evaluation purposes; refrain from making photocopies or otherwise recording information contained in a proposal; refrain from discussing a proposal outside of the evaluation proceedings with anyone, including the originator of the proposal, return all proposal materials to the Purchasing Office, and exercise reasonable caution in the handling of proposals to prevent inadvertent access by others.

Conflict of interest: When a Laboratory employee's personal interest conflicts with, or gives the appearance of conflicting with, the interest of the Laboratory or the government and may influence a procurement decision to be made on behalf of the Laboratory. Such occurrence must be brought to the attention of the Purchasing Manager.

Construction material: An article, material or supply brought to the construction site by the Contractor or Subcontractor for incorporation into the building or work. This also includes items brought to the site preassembled from articles, materials, or supplies. Emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single material.

Consultant: Services made available by private individuals acting in their own behalf who provide expert advisory services of a technical or professional nature on a fee or per-diem basis. These individuals are usually exceptionally qualified, by education or experience, in a particular field.

Contract: A bilateral written document between the Laboratory and a supplier. Contracts, for the breach of which the law provides a remedy, may consist of articles, general terms and conditions, statements of work, specifications (if applicable), intellectual property provisions, and other attachments as required.

Cost analysis: A method used by Purchasing personnel to assist in determining whether the supplier's proposed offer is fair and reasonable. Purchasing personnel evaluate the individual elements of cost in the offer, such as material labor, indirect costs, and other direct costs that will be incurred in order to perform the contract requirements (profit/fee is not considered a "cost"). This analysis includes an appropriate verification of the cost or pricing data, and projections based on the data, to determine the effect on price factors such as cost necessity, allowance for contingencies, and the basis used for allocation of indirect costs.

Cost reimbursement: A category of contract type that allows for the reimbursement of allowable, allocable, and reasonable costs incurred in accordance with the contract scope of work. This is the *least desirable* contracting method.

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Cost plus fixed fee: Contract type whereby the supplier is reimbursed for the actual costs incurred and a fixed fee based on the original award estimate.

Cost accounting standards (CAS): Federal standards designed to provide consistency and coherence in supplier accounting systems.

Cost or pricing data: Data that supports all facts existing up to the time of agreement on price that prudent buyers and sellers would reasonably expect to have a significant effect on price negotiations. Cost and pricing data must be factual and therefore verifiable. Such data does not reflect on accuracy of the supplier's or prospective supplier's judgment about estimated costs or projections but rather on the data upon which the judgments are based. The only difference between cost or pricing data and certified cost of pricing data is the absence of the requirement for certification that the data is accurate, current, and complete as the date of agreement on the final price.

Cure notice: A warning letter sent to a supplier to remedy a purchase order or contract deficiency within a stated period of time.

Davis-Bacon Act: A federal statute that required all laborers and mechanics employed on federally funded construction, alteration or repair contracts in excess of \$2,000 to be paid the prevailing local wage rates and fringe benefits.

Debarred list: A federal government listing of suppliers prohibited from receiving awards in excess of \$35,000 from the Laboratory unless prior written notification is given to DOE. (Also known as the Excluded Parties List System [EPLS]).

Debriefing: An explanation given by Purchasing personnel to a supplier on the relative strengths and weakness of their *unsuccessful* proposal.

Deliverable: Work delivered to the Laboratory.

Design-build: A method of construction contracting that combines the architectural, engineering, and construction services required for a project into a single agreement. Under such agreement, Ames Laboratory contracts with a single entity; the contractor providing the end product is responsible for both design and construction. That contractor is responsible for any deficiencies or defects in the design, except to the extent that such responsibility is specifically waived or limited by the contract. It is also called "turnkey" construction.

Economic price adjustment: An upward or downward adjustment to a contract price based on a predetermined price index as defined in the contract.

Evaluation criterion: Those factors identified by the technical requisitioner or Purchasing personnel to be included in a solicitation and consistently applied to supplier proposals to determine the relative ranking of suppliers in a best value procurement. Criteria should be listed in descending order of importance.

Expediting: Processing of rush orders that are needed in less than normal lead time, as well as the follow-up activity for orders that are overdue. Includes checking on orders to determine status and progress, even though those orders may not be scheduled to ship for some time.

Federal business opportunity (FBO): A federal business opportunities website (FedBizOpps.gov) that may be used to post contracting opportunities for full and open competition. See fbo.gov [Buyer User Guide](#) for instructions on posting opportunities.

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Fixed price award: A type of purchase order or contract that establishes one all-inclusive price for the performance of a definitely described service or supply.

Federal supply schedule (FSS): Schedule established by the federal government with suppliers that contains commercial pricing for supplies or services.

General and administrative expense (G&A): Any management, financial, and other expense that is incurred by or allocated to a business unit and that is for the general management and administration of the business unit as a whole. G&A expense does not include those management expenses whose beneficial or causal relationship to cost objectives can be more directly measured by a base other than a cost input base representing the total activity of a business unit during a cost accounting period.

General Services Administration (GSA) schedules: Government wide contracts for products and services at volume discount pricing.

Government-furnished property (GFP): Any property furnished to the supplier or acquired by the supplier that is utilized in the performance of an Ames Laboratory purchase order or contract.

Government purchase card (known at the Laboratory as the p-card): A distinctly designed VISA purchase card issued by JPMC under the GSA SMARTPAY2 Program. The plastic purchase card is embossed with the Cardholder's name and can only be used by the Cardholder.

Government supply source (GSS): The General Services Administrations (GSA), Federal Supply Schedule (FSS) contracts, U.S. Bureau of Mines, the Veterans Administration (VA), and other sources as authorized by the DOE Contracting Officer administering the Laboratory's prime contract with DOE.

Heavy Water: A form of water that contains a larger than normal amount of the hydrogen isotope deuterium, rather than the common hydrogen-1 isotope that makes up most of the hydrogen in normal water. Heavy water is a special purchase regulated by DOE.

HUBZone small business concern: A small business concern that appears on the list of qualified HUBZone small business concerns maintained by the Small Business Administration (SBA).

Incremental funding: Additional funding added to a purchase order or contract in cases where the funds obligated at the time of the original award were less than the total estimated cost or price listed in the purchase order or contract.

Indirect rate agreement: Negotiated overhead rate schedules issued by a cognizant government audit agency used to support cost/price analysis of supplier's proposals.

Intellectual property provisions: Ames Laboratory terms and conditions incorporated in purchase orders and contracts that define Ames Laboratory and supplier rights related to technical data, licensing, patents, royalties, copyright, title, or other specific rights to data under a purchase order or contract.

Integrated contractor purchasing team (ICPT)-blanket purchase agreements (BPA): Consortium purchase agreements established by the ICPT available for non-mandatory voluntary use by DOE national laboratory contractors.

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Inter-contractor purchase (IWO): A subcontract-level purchase transaction greater than \$1 million between two or more DOE management and operating contractors or site integrating contractors.

Intramural: Charges by one ISU department to another for goods or services provided.

Justification for Non-Competitive Procurement (JNCP): Documentation included with a purchase requisition that supports the solicitation of only one source for purchases greater than \$25,000. A JNCP is not required for supplies and services from government supply sources other than Federal Supply Schedules (GSA Schedules), including other government-owned contractor-operated laboratories, ICPT agreements, DOE-directed procurements, or awards made in accordance with the Laboratory's Small Business Subcontracting Plan. JNCPs **are not** required for follow-on awards to existing purchase orders, contracts, or agreements covering incremental funding actions; exercising pre-priced options identified and price in the original procurement; changes within the general scope of the contract as determined by Purchasing personnel; or awards issued against blanket agreements where the blanket agreement was competitively evaluated or initially supported with a sole-source justification.

Labor-hour contract: A price type contract which reimburses the supplier at an hourly rate at a fixed price per hour, agreed to and listed in the contract. This type of contract is used when it is not possible to estimate schedule and time it will take to complete the work at the time of contract award.

Labor-hour, time-and-material contract: A cost-type contract which reimburses the supplier for various costs as follows. Any direct labor is calculated via a pre-negotiated hourly rate that includes all overheads and profit. Other direct material costs, related to the work, which are reimbursed based on actual costs plus handling charges, if any. This type of contract is normally used when it is not possible to estimate schedule and costs at the time of contract award.

Lead time: The length of time the contractor requires to provide the item or services from time of award.

Letter contract: A written, contractual instrument with a cost ceiling that authorizes immediate commencement of manufacture of supplies or performance of services, including, but not limited to preproduction planning and procurement of necessary materials.

Milestone: A milestone is a point in time when a piece of the work is completed.

Milestone payment schedule: Incremental payments to a supplier linked directly to the completion of a designated element of work over the life of a contract. A milestone payment schedule identified milestones and payments paid to a supplier based on a comparable amount commensurate with the value of work completed and accepted.

Mistake in offer: Those circumstances where a supplier asserts the originally quoted price was in error and requests permission to withdraw or correct its offer.

Modification: A written revision to a contract, purchase order, or agreement by means of a change order or supplemental agreement.

Negotiation: The process by which the procurement specialist and the supplier reach agreement on terms and conditions, cost, and/or price. Each negotiation is unique and the detail and amount of negotiation within a procurement varies depending on the complexity of the acquisition, the major issues and the objectives. In addition to price objectives, other objectives

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such as technical requirements, delivery terms, payment provisions and terms and conditions should be considered.

Non-commercial items or services: Are

- 1) Research and development contracts of any type, including fixed-price.
- 2) Services procured on an hourly basis without a definite task.
- 3) Anything that is not considered a commercial purchase or construction.

Non-competitive procurement: A procurement that is awarded on the basis of a supplier being the only known source capable of performing the required scope of work, or providing the required supplies or services; or the only known source capable of performance or delivery within the required time frame and at a fair and reasonable price.

Non-developmental item: Means:

- 1) Any previously developed item of supply used exclusively for governmental purposes by a federal agency, a state or local government, or a foreign government.
- 2) Any item described in paragraph 1 of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of procuring department or agency.
- 3) Any item of supply being produced that does not meet the requirements of paragraph 1 or 2 solely because the item is not yet in use.

North American Industry Classification System (NAICS): The standard used by the Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy. The codes are used to determine business size standards within industries.

Notice to proceed: A start work notice, issued to suppliers by Purchasing, approved by the Purchasing manager, and identified in the contract, directing the supplier to start work on a contract or purchase order.

Offeror: Person or entity who makes a specific proposal to another to enter into an agreement or contract.

On-site work: Work performed on the Ames Laboratory/Iowa State University property.

Options: A unilateral right of the Laboratory included in a contract or purchase order that Purchasing may, at its sole discretion, exercise to purchase additional quantities of a supply or service as described in the original contract.

Organizational conflict of interest (OCI): A relationship or situation whereby an offeror or a contractor (including chief executives and directors, to the extent that they will or do become involved in the performance of the contract, and proposed consultants or subcontractors where they may be performing services similar to the services provided by the prime contractor) has past, present, or currently planned interested that relate to the work to be performed under a Laboratory contract and such interest or interests may reasonably (1) diminish an offeror's, or (2) result in it being given an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the contract.

Overhead: An element of cost in a supplier's proposal normally made up of indirect expenses that are necessary to operate a business that cannot be allocated to one specific job performed by a supplier. Typical overhead cost components are rent, mortgage, utilities, building maintenance, and capital equipment.

P-card: The GSA Purchasing Card the Laboratory uses to facilitate small purchases, per [Ames Laboratory Purchase Card Policy and Procedure](#).

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Precious metals and rare materials: Materials that are found in commercial markets but that have a very high monetary value in relation to volume and weight. Precious metals include gold, silver, platinum, palladium, rhodium, iridium, ruthenium and osmium.

Price analysis: A method used by Purchasing to determine the reasonableness of a supplier's proposed price. Forms of price analysis include a comparison of proposed prices received in response to a solicitation, comparison of a proposed price to prior contract prices for similar or like items, rough yardsticks, published price lists or published market prices, comparisons to independently prepared Ames Laboratory estimates, comparison with prices offered under Government Supply Source contracts, analysis of data provided by the subcontractor or buyer's professional knowledge.

Price reasonableness: The process of determining a fair and reasonable price using either price or cost analysis techniques.

Procurement administrative lead time (PALT): The length of time that Purchasing personnel take to award a Laboratory requirement. Lead times start when the requisition is entered into Costpoint and end on the order date of the purchasing contract.

Procurement official: An employee who is directly involved in the review, approval, or placing of a procurement.

Profit: The basic motive of commercial business; the net proceeds of selling a product or service when costs are subtracts from revenues. Profit margins are usually related to the risk of the work.

Progress payments: Payments made periodically throughout the lead time of a purchased product or service. Payments made prior to completion for specific reasons. As examples, a progress payment might be made on costs incurred, or made at specific intervals during a construction project as parts of the project are completed.

Proprietary information: Any data submitted to Purchasing by a supplier that is clearly marked as such and is not publicly available. This information may only be used by Ames Laboratory in a manner authorized by the supplier.

Purchase order: An award document issued by Purchasing personnel requesting delivery of supplies, equipment, material or services from a supplier.

Quality assurance (QA) provisions: QA requirements established by the requestor commensurate with the complexity, significance, and function of the requirement and consistent with federal regulations.

Recycled products: New products that are produced using materials that were extracted from sources other than virgin materials or waste. Some examples are paper, paper products, refined lubricating oils, and toner cartridges.

Representations and certifications: Document completed by the supplier that describes the supplier's size, socioeconomic status, and also certifications on various government regulations and business practices. Representations and certifications less than one (1) year old may be used for the purchase of other similar items from the same supplier during this period. Representations and certifications are not required for awards to other DOE contractors by memorandum purchase order (MPO), or IWO, government supply sources or any intramural placed through Iowa State University source.

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Request for proposal (RFP): A written request issued by Purchasing to prospective suppliers to obtain a proposal for supplier or services. Responses to an RFP generally include a technical proposal in addition to cost or pricing information that form the basis for evaluation and contract award or further negotiation.

Request for quotation (RFQ): Oral or written request issued by Purchasing to prospective suppliers to obtain price, delivery, and payment terms in accordance with the stated Ames Laboratory terms and conditions. Supplier quotations are used to issue purchase orders, write modifications, or serve as a basis for negotiation.

Requisition – A form ([Purchase Requisition Form](#)) completed by any Laboratory employee requesting a purchase. The form will include a description of the material or service requested and will contain a record of division approvals.

Responsible supplier: A supplier with the financial resources, personnel, facilities, integrity, and overall capability to fulfill the requirements of the proposed purchased order or contract.

Ratification: The confirmation or adoption of an action which was not approved and may not have been authorized. In this manual, it is the process of approving agreements made between suppliers or third parties by individuals not delegated the authority to make external commitments on behalf of the Laboratory. Ratification actions are not a usual or customary business practice of the Laboratory.

Sensitive property: Property potentially dangerous to the public or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, munitions, controlled substances, radioactive materials, hazardous materials or wastes, and precious metals.

Service contract: Any contract for which the principal purpose is to furnish services through the use of service employees.

Service contract act: A federal law that establishes minimum compensation rates and working conditions for all service contracts performed at a federal facility in excess of \$2,500, not otherwise exempt.

Service employee: Any person who engages in the performance of a contract other than any person in a bona fide executive, administrative, or professional capacity.

Set-aside: The act of reserving the entire amount or a portion of a procurement for the exclusive participation of a small, or small minority concern.

Small business concern: A concern, including its affiliates, not dominant in the field of operation in which it is bidding on Laboratory contracts and qualified as a small business under the criteria and size standards established by the government.

Small business concern owned and controlled by socially and economically

disadvantaged individuals and small disadvantaged business concern: A small business concern that represents, as part of its offer that:

- 1) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B.
- 2) No material change in disadvantaged ownership and control has occurred since its certification.
- 3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusion set forth at 13 CFR 124.104(c)(2).

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- 4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database (PRO-Net) maintained by the SBA.

Small business concern owned and controlled by women: A small business concern:

- 1) Is at least 51% owned by one or more women, or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women, and
- 2) Whose management and daily business operations are controlled by one or more women.

Small business subcontracting plan: A written documented plan under FAR 52.219-9 in the Prime Contract, and incorporated in as Attachment J.8, Appendix H, addressing the methods the Laboratory will take to cover the fiscal year period with goals that are based on the Laboratory's planned subcontracting. The plan is submitted to the CO for review and approval at the beginning of each fiscal year and then incorporated into the Laboratory Prime Contract.

Socioeconomic status: A self-certification usually provided on Ames Laboratory representation and certification forms or sam.gov, by a supplier that identifies the supplier as a small business, small disadvantaged business, women-owned small business, and/or HUBZone small business.

Sole source: The only known responsible source capable of performing the required scope of work or providing the required supplies or services in accordance with the business, technical, and schedule requirements of the Laboratory.

Solicitation: Method used by Purchasing to request quotations, bids, or proposals from prospective suppliers. Solicitations are made in one of two forms: RFQ or RFP.

Source selection official (SSO): Individual who makes the final selection decision for awarding applicable best value or any other appropriate procurements that require an SSO.

Standing order: Agreement awarded by Purchasing to a specific class or group of suppliers or service providers which may allow non-procurement Laboratory personnel to authorize their use to order Laboratory requirements.

Statement of work (SOW): A document that provides accurate and complete descriptions, specifications, or drawings identifying all work to be performed. The SOW should contain a precise statement of what, where, how, and when work is to be accomplished and delivered. The SOW is prepared by the Ames Laboratory technical representative and approved by the Purchasing Manager. A performance-orientated SOW is the preferred method of describing Laboratory requirements.

Stores items: Items used in quantity by various requisitioners and inventoried by the Laboratory. Certain spare parts are also carried as store items.

Subcontract (also referred to as a Contract): Mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them.

Supplemental agreement: A bilateral document to an existing contract signed by the Purchasing personnel and the supplier. Scope, time, funding, and other changes to the contract are made under this process.

Supplier: A term used to refer any vendor, contractor, firm, offeror, individual, or other legal entity doing business with the Laboratory.

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Suspect/counterfeit items program: The Laboratory program that seeks to avoid the introduction of suspect/counterfeit items at the Laboratory. A suspect/counterfeit items clause and headmark list are included in all procurement standard terms and conditions of purchase. FES personnel are responsible for implementing the Laboratory's Suspect/Counterfeit Items program.

Technical evaluation: A review of a supplier's proposal or quotations by Ames technical representative or technical evaluation team (TET) to determine how well the proposal meets the technical requirements of the solicitation.

Technical representative: An Ames Laboratory employee, with expertise in the area of work to be performed, who serves as a technical liaison for the Laboratory to ensure the Laboratory's need are met.

Technical specification: A document that provides a detailed description of items that are to be fabricated or accepted by the Laboratory, based on performance characteristics. Details are usually presented in the form of a drawing or specification. Technical specifications are prepared by Ames Laboratory technical representatives.

Technical data: Recorded information, regardless of the form or media on which it may be recorded. This includes scientific or technical information as well as computer software.

Termination: An action taken by Purchasing personnel, in accordance with the terms of the contract, to end all or part of the work under a contract or purchase order.

5.0 ROLES AND RESPONSIBILITIES

5.1. Manager, Purchasing & Property Services

The Purchasing & Property Services Manager shall ensure that:

- All procurement negotiations are conducted in accordance with the most stringent ethical business standards.
- Materials or services of quality and quantity required are purchased for delivery at the time and location specified.
- Terms and conditions are established, used and maintained for the protection of the Laboratory, Iowa State University, the government, and the suppliers' proprietary rights.
- Effective competition in the procurement of materials and services, consistent with technical requirements, is obtained.
- The operating procedures for the procurement function are followed and are in accordance with this manual, the Ames Laboratory Prime Contract with the Department of Energy, and all other applicable procurement regulations.
- The procurement function is staffed with capable, competent individuals whose activities are carried out in an ethical, professional, and effective manner.

5.2. Purchasing Agent:

- Receive approved requisitions from the Costpoint approval process and determine the best method of purchasing supplies and services requisitioned.
- Assist Ames Laboratory staff and associates in acquisition planning, including obtaining cost estimates when required and drafting requests for information (RFI) and requests for proposals (RFPs).
- Assist Ames Laboratory staff and associates with preparation of specifications, sole source justifications, and supporting price reasonableness; review and evaluate cost and/or prices; negotiate and place procurements.

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- Ensure appropriate documentation is compiled and filed for all purchase transactions in order to meet the requirements of the DOE Prime Contract and other Ames Laboratory policies.
- Develop, maintain and manage a program of selection and evaluation for reliable, cost effective, and financially sound suppliers.
- Follow-up on all procurement actions to ensure timely delivery.
- Procure materials, supplies and equipment from small business sources, whenever possible, if all other factors including delivery, quality, and price have been considered.
- Establish and maintain effective communication with all stakeholders, including customers, suppliers, and colleagues.
- Provide direction, assistance and training to staff as needed. Provide direction to Purchasing Clerk, as needed.

5.3. Purchasing Clerk:

- Facilitate the approval of requisitions.
- Facilitate the process whereby Representations and Certifications are received from approved and potential sources of supply.
- Maintain the PO Log and organize purchasing files.
- Follow-up when needed with suppliers to achieve delivery, confirmation, and any other required information for purchases.
- Establish and maintain effective communication with all stakeholders, including customers, suppliers, and colleagues.

6.0 PROCUREMENT PROCESS

6.1. Purchase Requisitions

To request a purchase, Ames Laboratory employees must use a [Purchase Requisition form](#). The requestor must complete the form, obtain appropriate program signatures, and deliver the completed form to the Purchasing Office, 211 TASF. A visual of the purchasing process is attached in Appendix A of this manual. A complete Purchase Requisition will provide the following information:

- Requestor's name, date of requisition, delivery and email addresses, phone number, and employee number.
- Identification of a source or sources, including address(es), phone number(s), email, and contact name(s) if available:
 - If a non-competitive action is recommended for a supply or service estimated to be greater than \$25,000, an approved Justification for Non-Competitive Procurement must be provided. If a program-approved JNCP is not provided or not approved by the Purchasing Manager, Purchasing will solicit other capable and reliable suppliers.
 - In accordance with Laboratory socioeconomic goals, Purchasing will solicit small businesses, small disadvantaged businesses, small women-owned businesses, HUBZone businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses to the maximum extent practicable. Requestors are encouraged to utilize these types of capable sources as recommended vendors.

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- A complete and accurate description of the supply or service to be acquired. This may be accomplished through the use of a manufacturer's name and part number or a specification or statement of work (SOW), see section 7.4 for more information on a SOW.
- Quantity and unit of measure, as applicable.
- Desired delivery date or estimated period for performance of the service/work.
- A valid project account to be charged, including appropriate cost element.
- Other information or special directions related to the requirement (e.g., DOE specific requirements, organizational conflicts of interest, special safety concerns, identification of the Ames Lab technical representative if not the requestor, or special quality assurance requirements).
- Requestors are encouraged to include the email address(es) of division personnel able to respond to inquiries from Purchasing.

6.1.1. Approvals Required for Purchase Requisitions

By providing a complete requisition package, including all required documentation and approvals, many of the delays that interrupt the expeditious processing of the requirement will be eliminated. This guideline is focused on the roles and responsibilities of the requestor. **Division and/or program policies, procedures, and/or approvals that may be required in addition to these guidelines should be coordinated with the requestor's program.**

6.1.2. Special Approvals for Purchase Requisitions

Some purchase requisitions will require special approvals or reviews prior to Purchasing creating a purchase order as outlined in Table 2. These approvals are obtained electronically through Costpoint.

Table 2

Special Approvals/Reviews for Purchase Requisitions

Stores Requisitions	Materials available from the Laboratory's on-site storeroom can be purchased at the storeroom. You must have approval from your division to order at the storeroom. A catalogue listing of materials that are stocked by the Laboratory is available on-line.
Excess Property	<p>Prior to purchasing any equipment, the Energy Asset Disposal System (EADS), located on the web at GSAXcess.gov, should be screened to determine if excess property is available that meets your requirements.</p> <p>Purchase requisitions for excess property require approval by an individual with signature authority for the actual "cost" to the Laboratory to obtain excess property. The total acquisition cost of excess property is usually limited to the cost of handling and transportation. Procurement personnel will issue a purchase order or use a P-card to cover transportation costs. Procurement and Property Services personnel are responsible for completion of all other forms necessary to obtain excess property.</p>
Justification for Noncompetitive Procurement	Program Office as well as Purchasing approval of a Justification for Noncompetitive Procurement is required for purchase requisitions in excess of \$25,000 that will be used to solicit only one source, unless exempt for one of

the following reasons:

1. Utility services only available from one source.
2. Educational services from institutions where the institution is named in the Funding Opportunity Announcement.
3. Supplies and services from government supply sources, other government-owned-contractor-operated laboratories, and DOE directed procurements.

Awards issued against blanket agreements where the blanket agreement was competitively evaluated, awarded, or initially supported with a Justification for Noncompetitive Procurement.

Quality Assurance

The extent to which special quality assurance requirements are established should be commensurate with the complexity, significance, and function of the designated material or service. Special quality assurance requirements should be considered for the following types of procurements:

1. Materials and services for critical applications (10CFR 830.120)
2. Materials and services made to Ames Laboratory specifications
3. Materials subject to codes or standards (i.e., ANSI, ASME, ASTM, NEC, OSHA, etc.)
4. Raw materials requiring certifications
5. High risk or otherwise complex items or services (10 CFR 830.120)
6. Safety significant items and services for nuclear facilities (10 CFR 830.120)

Organizational Conflicts of Interest (OCI)

OCI requirements may apply to procurements for evaluation services or activities, technical consulting and management support services, and certain research and development activities. A pre-procurement OCI review is conducted to identify and avoid those relationships that might prevent suppliers from being able to render impartial, technically sound and objective assistance or advice, and to reduce the opportunities for an unfair competitive advantage. A Pre-Procurement OCI Fact Sheet, may be used to identify areas of concern. Completion of this checklist should be coordinated with the Procurement Department prior to award.

Workplace Substance Abuse

A Workplace Substance Abuse Program may be required for non-commercial awards of greater than \$25,000, where performance of the work is at a DOE-owned or leased site and involves positions where failure to properly discharge duties could significantly harm the environment, public health or safety, or national security. Examples include positions such as firefighter, pilot, protective force personnel (authorized to carry firearms), or personnel directly engaged in maintenance, construction, or operation of nuclear reactors, or transportation of certain types and or quantities of hazardous materials, or access to, or handling of, classified information or special nuclear materials. Suppliers performing these kinds of work may be required to submit program information to demonstrate compliance with 10 CFR 707.

On-site Work Involving Labor

On-site work involving labor will necessitate the need for including contractor on-site or construction terms and conditions as an attachment to the subcontract.

Export Control Review

All Purchase Requisitions related to any foreign entity or country require review by Procurement and if they are export controlled, notify the Export Control Officer.

Radioactive Sources and Materials

Personnel ordering radioactive sources and materials (both accountable and non-accountable) through OCF-PRO will notify a Health Physicist prior to submitting a requisition to Purchasing. Any special shipping instructions or requirements must be clearly stated on the requisition. The requisition and all associated documents containing order information must be marked with the following instruction for the vendor: "Contact Health Physics upon arrival."

Radiation Generating Devices

Personnel ordering radiation producing devices that generate ionizing radiation will notify a Health Physicist prior to submitting a requisition to Purchasing.

Drug Enforcement Administration (DEA) Controlled Substances

The purchase of certain precursor and essential chemicals that have potential use in the processing or manufacturing of illegal drugs requires the registration of all individuals authorized to purchase regulated chemicals. All DEA Schedules 1 through 5 for chemicals require additional approvals.

The complete list of Schedule I and Schedule II drugs and all chemicals regulated under the Controlled Substances Act, as well as additional information regarding the control and penalties for improper use, can be found on the [Controlled Substances Schedules website](#).

These products are regulated by the DEA under the Chemical Diversion and Trafficking Act of 1988. For more information, reference 21 CFR, Ch. II, Parts 1310 & 1313.

Since regulations are subject to change at any time, consult the Federal Register for the most complete and current information.

Unallowable Items

Whether or not an item of cost is allowable under the Prime Contract requires evaluation and judgment. The Prime Contract applies the following guidelines in determining if an item is allowable or not:

1. Reasonableness in accordance with FAR 31.201-3 and good business judgment;
2. Consistent application of generally accepted accounting principles and practices; and
3. Recognition of items that are specifically excludable costs according to the contract.

The following is a listing of unallowable items that cannot be procured without prior approval from the Ames Laboratory Chief Operations Officer:

- Advertising (except help wanted) – delegated to Chief Accountant

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- Air cleaners (purifiers) and accessories *(Note: To be allowable a prescription is required from a personal physician and an ESH&A-Industrial Hygiene survey paid for by requestor's division. ESH&A survey determines if air quality can be corrected via other means. If a personal air cleaner is the best means to correct the problem, ESH&A determines adequacy of equipment being purchased. Occupational Medicine evaluates above and determines proper course of action.)*
- Alcoholic beverages
- Appliances, furnishings, and decorations, e.g., coffee pots and associated accessories, stoves, toasters, refrigerators, microwaves, paintings, pictures
- Award programs (also approved by HR)
- Can openers
- Christmas cards and Season's Greeting labels
- Clothing (unless work-related)
- Commemorative coin sets
- Contributions and donations
- Educational assistance for other than regular full or part-time employees. Temporary employees are not eligible. Special one-time classes/seminars directed by the supervisor for temporary employees are allowable.
- Entertainment (*i.e.*, cost of amusement, social activities, tickets to shows, sporting events, meals, lodging, rentals, gratuities)
- Fines, penalties, interest
- First class and business class air travel – more information in the Travel Policy
- Flowers
- Food items (*i.e.*, coffee, pastries, meals)
- Foreign air carriers
- Headphones >\$100 (refer to COO)
- Lobbying costs – contact Accounting for further direction on allowability
- Memberships in civic organizations
- Motivational posters
- Postage for retirement party invitations or any personal nature
- Prizes (*i.e.*, safety meeting prizes)
- Promotional items, memorabilia, models, gifts, and souvenirs
- AM/FM radios
- Travel accessories of a personal nature (*i.e.*, umbrellas, sewing kits)
- Travel insurance and insurance against loss of government property

- Water coolers

- 6.1.3. The following matrix summarizes other specific approvals or notifications that may be required in Costpoint:

<i>Requisition Approval Process</i>	
APOFFICE	GLOBAL Routing + FES
CRDCARD	Accounting, Purchasing
GLOBAL	Budget, Accounting, Purchasing, Budget Officer (Over 5K) , COO (Over 35K)
GLOBALESG	GLOBAL Routing + FES
GLOBALESHA	GLOBAL Routing + ESHA
GLOBOTH	GLOBAL Routing + FES and ESHA
MEM/SUB	GLOBAL Routing + COO, Program Coordinator II
PRESCIOUS	GLOBAL Routing + Property
PUBLSHRG	GLOBAL Routing + Program Coordinator II
REG/CTED	GLOBAL Routing + COO
REIMB	GLOBAL Routing + Purchasing Manager

- 6.1.4. *Advanced Planning*
For more complex requirements, advance planning with Purchasing is recommended; joint planning will assist in expediting the award. The purpose of acquisition planning is to ensure needs are met in the most effective, economical, and timely manner. Acquisition planning should begin as soon as the need is identified, preferably well in advance of the date by which subcontract award is necessary. The magnitude and character of procurement planning should be appropriate and proportionate to the complexity and dollar value of the requirement. Specific planning considerations should include dollar value, sourcing, competition, urgency, type of subcontract, options, quality assurance requirements, Government-furnished property, security and other considerations.

- 6.1.5. *Procurement Process*
After receipt of a complete requisition package, the requirement will be assigned to a Purchasing Agent for processing in accordance with the appropriate guidelines.

Depending on the nature of the requirement, the requestor/technical representative may be required to participate in solicitation development, proposal/quotation evaluation, pre-procurement conferences, if any, and post-award administration.

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The [Purchase Requisition form](#) may be required to incorporate changes to existing procurement awards, or provide Purchasing with additional funds to support an award. Use of this form allows Purchasing to re-route the change, check signature authority and proceed after approval is granted.

6.1.6. *Pricing*

The Purchasing Agent will determine the best method for determining responsible sources at fair and reasonable prices. Depending on the value of the requested purchase, the Purchasing Agent may move to award, solicit quotes, or publish a solicitation to approved and known suppliers in the marketplace, or publish via the Federal Register for full and open competition.

6.1.7. *Confidentiality*

Submissions in response to solicitations for proposal or quote generally contain information which the supplier considers sensitive. This information may be technical financial, or business related. To ensure confidentiality of this information, the information shall be used solely for purposes of evaluation of the offer for that specific solicitation and should be made available only to those with a need to know.

6.1.8. *Work by Other DOE Laboratories or DOE*

Inter-contractor agreements are where Ames Laboratory sends funding to another Laboratory or DOE entity. They are normally accomplished through a Laboratory Memorandum Purchase Order (MPO). MPOs are less than \$1 million.

Any inter-contractor purchases greater than \$1 million and subsequent modifications are considered an Inter-agency work order (IWO). IWOs are facilitated to DOE by the Laboratory Budget Office.

An MPO or IWO transaction is not considered a subcontract by the Laboratory and are not subject to the Laboratory's terms and conditions. The following documents are not required for MPO or IWO transactions:

- Solicitation or RFP forms;
- Representations and Certifications;
- Submission, certification, and/or pre-award audits of cost or pricing data; or
- Use of terms and conditions, or any other flow down clauses.

6.1.9. *Purchase of Special Items by DOE and its Authorized Contractors*

Purchase of the following items shall be in accordance with the provisions of the FAR, DEAR and prime contract as shown.

Item Type	Guidance
<i>Motor vehicles</i>	48 CFR 908.7101
<i>Aircraft</i>	48 CFR 908.7102
<i>Security cabinets</i>	48 CFR 908.7106
<i>Alcohol</i>	48 CFR 908.7107
<i>Helium</i>	FAR 8.5
<i>Fuels and packaged petroleum products</i>	48 CFR 908.7109
<i>Coal</i>	48 CFR 908.7110
<i>Arms and ammunition</i>	48 CFR 908.7111
<i>Heavy water</i>	48 CFR 908.7121(a)
<i>Precious metals</i>	48 CFR 908.7121(b)

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Lithium	48 CFR 908.7121(c)
Products/services for the blind and other severely handicapped	41 CFR 101-26.701

7.0 SUBCONTRACT TYPES

- 7.1. The Purchasing Agent is responsible for selecting the appropriate subcontract type. In most instances the requestor will be responsible for drafting a Statement of Work (SOW) or other technical/performance requirements. The Purchasing Agent and the requestor work together integrally to ensure the subcontract will fulfill the intent of the goods and/or services requested, including clarity on deliverables expected and when they are due.
- 7.2. There are two basic types of compensation categories of contracts: price type and cost type. When there is little or no performance risk or the degree of risk can be predicted with an acceptable degree of certainty, a fixed price type contract is preferred. Cost type contracts are the least preferred because they have more risk. The contract type is tailored to the unique circumstances of each procurement.
- 7.3. The list below is not intended to encompass all subcontract types, but these listed are common for the Laboratory to use on a regular basis.

Basic Ordering Agreement (BOA): A basic ordering agreement is not a subcontract, but it is a written document containing understanding, and negotiated between the Laboratory and a subcontractor. The BOA contains terms and clauses applying to future contracts, called Task Orders, between parties during its term, a description of the supplies and/or services to be provided, and the methods for pricing, issuing and delivering future task orders under the BOA. This type of contract can lead to economies in completing work or ordering parts for equipment by reducing administrative time. Each task order should incorporate by reference the provisions of the BOA and is not intended to be used to circumvent competition.

Blanket Purchase Orders/Agreements (BPA or BPO): A blanket purchase order/agreement is a simplified method of filing repetitive needs for supplies or services in small quantities and dollar values by establishing a price for a specific period of time. A release is cut against the BPA. BPAs should be used for supplies only.

Cost Reimbursement: Requires the delivery of goods/services at cost, with no fee where the laboratory only pays for costs incurred to a ceiling amount. This type is normally awarded for research and development work with nonprofit educational institutions (covered by OMB A-133) or other nonprofit organizations. This benefits the Laboratory and the subcontractor to have flexibility where there are many performance uncertainties. The Laboratory should only use this contract where subcontractor has an established accounting system that is capable of tracking costs for the subcontract. Generally, the Laboratory only uses this type of contract when the subcontract has established and approved indirect costs, and published fringe benefits. These types of contract require heavy administration, both by the purchasing professionals and technical representative/s.

Cost Reimbursement Cost-Sharing: A cost-reimbursement subcontract in which the subcontractor receives no fee and is reimbursed only for an agreed-upon portion of its

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allowable costs. A cost-sharing cost reimbursement subcontract may be used when the subcontractor agrees to contribute a portion of the costs.

Federal Supply Schedule (FSS): A listing of vendors awarded contracts for suppliers or services by the General Services Administration (GSA) via a competitive process. These benefit the Laboratory with a reduced acquisition time since GSA has already complied with competition requirements. Terms of the FSS apply in lieu of Laboratory terms and conditions and should be marked on the Subcontract.

Firm Fixed Price: Requires delivery of a product or services at a specified price, fixed at the time of contract award and not subject to any adjustment. This type of subcontract is generally used for standard commercial type services and goods that have definite design or performance specifications, where fair and reasonable prices can be established at the time of award. This type of contract places 100% of responsibility and risk on the subcontractor and encourages subcontractor efficiency and economy. It also requires minimum administration by the Laboratory. A firm-fixed price subcontract is most suitable for acquiring commercial products or for services on the basis of reasonably definite functional or detailed specifications.

Fixed-Price with Escalation: This type is similar to firm fixed price, but allows for an upward and downward revision of the price upon the occurrence of specified contingencies. Escalation adjustments are of three general types: adjustments based on established prices, adjustments based on indexes, or adjustments based on actual costs of labor or material. This subcontract type is used when serious doubt arises concerning market stability or labor conditions that will exist during an extended period of subcontract performance and/or contingencies that would otherwise be included in the subcontract price can be identified and included separately in the subcontract.

Fixed-Price with Price Re-Determination: This subcontract type requires delivery of a product or services at a specified price, fixed at the time of contract award for a specific initial period, and it subject to price changes for subsequent periods of performance.

Indefinite-Delivery/Indefinite-Quantity (IDIQ): An IDIQ type subcontract usually has prices established in advanced, but it does not fully specify the time of delivery and/or the quantity to be delivered. It provides an estimate of a minimum and maximum of the needs. This saves time in negotiation and can be used over a longer period of time for fixing the price of a good.

Labor Hour (LH): A price type contract which reimburses the supplier at an hourly rate at a fixed price per hour, agreed to and listed in the contract. This type of contract is used when it is not possible to estimate schedule and time it will take to complete the work at the time of contract award. This type of contract requires a price ceiling (to exceed amount).

Labor Hour Time and Materials (LH T&M): A cost-type contract which reimburses the supplier for various costs. Any direct labor is calculated via a pre-negotiated hourly rate that includes all overheads and profit. Other direct material costs, related to the work, which are reimbursed based on actual costs plus handling charges, if any. This type of

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contract is normally used when it is not possible to estimate schedule and costs at the time of contract award. This type of contract requires a price ceiling (not to exceed amount). This type of subcontract is generally applied where it is not possible at the time of award to estimate costs with any degree of confidence and the nature of the work is known at the time of the award, but not necessarily the extent or duration. This is often used for repair and maintenance work, and software development. This type of subcontract must be watch closely because there is not incentive for the subcontractor to control costs.

Task Order: A task order is created from a BOA. It is firm-fixed price and provides a clear definition of the goods/services to be provided. The terms of the agreement are established in the BOA, and the task order is used as the method to facilitate the delivery of goods/services.

- 7.2. The Statement of Work (SOW) is the key element in deciding the selection of a contract type, and drives all other conditions of the contract including pricing structure to the level of contract administration. The greater the level of detail of a SOW, the greater likelihood there will be a mutual understanding between the parties of the subcontract requirements. Questions to address when preparing a SOW, include:
 - What is the risk associated with the contract performance?
 - Can the job be done?
 - What are the technical, environmental, regulatory, schedule and financial risks?
 - Can the labor required by estimated with any degree of assurance?
 - Are there unknown conditions?
- 7.3. The Laboratory has standard templates for different types of subcontracts, and these should generally be used when establishing a new subcontract. With that stated, each SOW is unique and the Purchasing Agent, along with the technical representative must accommodate the contract to best represent the Laboratory and the mission of DOE.
- 7.4. Additional information can be referenced from the [DOE General Guide to Contract Types for Requirements Officials](#).

8.0 COMMERCIAL PURCHASES

Commercial purchases will be awarded using fixed-price acquisition documents; or indefinite-type contracts that have fixed unit prices and definitive task/work/delivery orders issued against them, including labor-hour time and material types, with a ceiling price.

This guideline applies to the purchase of all commercial items. It does not apply to:

- Real property;
- Services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- Cost-reimbursement or any other contract type than listed above;
- Construction requirements;
- Research and development work; or
- Architect-engineering services.

Upon receipt of the requisition, Purchasing will review and verify that commercial supplies or services are being acquired, accompanying documentation regarding any special

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considerations is complete, and any/all program approvals and approvals required per commodity requirements have been obtained.

8.1. Pre-Solicitations

For requisitions of \$25,000 or less, solicitation of one source is sufficient as long as price reasonableness can be determined. Additional sources may be solicited at the discretion of the assigned Purchasing Agent. For requisitions greater than \$25,000, solicitation of two or more sources that are reasonably expected to be able to provide independently priced offers is sufficient, unless the requirement is exempt from competition requirements due to one of more of the following:

- [Justification for Non-Competitive Procurement](#)
- Utility services available from only one source
- Research and development services from an institution, where the institution is named in the call, or field work proposal
- Supply or service available from Government Supply Sources, including agreements from other government-owned contractor-operated laboratories, or DOE ICPT agreements
- DOE-directed procurements
- Purchases in accordance with the current Laboratory [Small Business Subcontracting Plan](#)
- Follow-on awards to existing purchase orders, contracts or agreements covering incremental funding actions, exercising pre-priced options identified and priced in the original agreement; changes within the general scope of the contract or awards entered into under blanket agreements.

8.2. Solicitation Method

For solicitations less than \$150,000 where award (including the award of a modification, task order, or work order) is expected to be based upon price alone, either oral or written request for quotation (RFQ) or requests for price (RFP) may be used.

For solicitations of \$150,000 or greater where award (including the award of a modification, task order, or work order) is expected to be based upon price alone, written request for quotation (RFQ) or requests for price (RFP) shall be used.

8.3. Solicitation Terms and Conditions

All solicitations for commercial supplies greater than the micro-purchase threshold should include Ames Laboratory Commercial Items and Services Terms and Conditions. Refer to Appendix B for a list of flow downs. Solicitations less than micro-purchases generally do not require terms and conditions.

Solicitations for commercial supplies or services which require the production or delivery of data in which the Laboratory or the government require rights should also include Intellectual Property Provision D-8, Supply and Services Requiring Delivery of Data.

Solicitations for commercial purchases where a subcontractor is coming on-site require Contractor On-site Terms and Conditions.

Include [Travel for Contractor Personnel](#) terms and conditions as needed on cost-type or price-type subcontracts where travel costs are paid on a cost-incurred basis.

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8.4. Solicitation Representations and Certifications

For purchases of commercial supplies or services from the following organizations, Representations and Certifications and a Request for Taxpayer Identification Form (W-9) is not required:

- Other DOE prime contractors (when operating under their DOE Prime Contract)
- Awards made under Memorandum Purchase Orders or Inter-Agency Work Orders
- Awards made to Government Sources
- Intramural purchases with Iowa State University

For purchases of commercial supplies or services requiring delivery of technical data and the action is \$30,000 or greater, the purchasing agent should obtain a completed [Representations and Certifications Long Form](#) and a W-9 (or W-8 BEN/equivalent for foreign taxpayer identification) from the subcontractor. For purchases less than \$30,000 the purchasing agent should make sure that a [Representation and Certifications form](#) and a W-9 is on file. Purchasing agents may use the www.sam.gov on-line representations and certifications for purchases less than \$30,000 that do not require the delivery of data or any exception to the Buy-American Act. The subcontractor is still required to submit a W-9. The W-9 along with the representations and certifications are stored on a shared drive, providing access to Accounting and Purchasing for use and review.

The amount of time allotted for the submittal of offers should be commensurate with the complexity of the requirement, as determined by the purchasing agent; and this date/time should be communicated with all offerors.

8.5. Solicitation Guidelines

In the event it becomes necessary to issue an amendment to a written solicitation due to changes in quantities, specifications, delivery requirements, closing dates, etc., the amendment must be issued to all prospective offerors if the closing date for receipt of offers has not arrived.

In the event it becomes necessary to re-establish a response period to a solicitation after the initial closing date has arrived, it is not necessary to include offerors who have been previously indicated a “no bid/offer” response to the initial solicitation, or those offerors who failed to respond to the initial solicitation, unless the purchasing agent has knowledge the change would have resulted in an offer from any particular source had it been incorporated before the initial closing date.

The determination to include an additional supplier in a solicitation is made by the purchasing agent.

When the Laboratory determines a solicitation is to be canceled, all suppliers should be notified as soon as possible.

Quotations/proposals, including their withdrawal or modification, received by the Laboratory after the closing date shall be considered late. Except as otherwise specifically provided in the solicitation, the Laboratory may consider for award such late quotation or proposals if (1) it is in the only proposal received, or (2) it is in the best interest of the Laboratory.

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8.6. Evaluation and Award

The overall guiding principles in proposal evaluation are efficiency and selection of the proposal that represents the best value to the Laboratory and the U.S. Government. Sound judgment should be applied in determining appropriate variations and adaptations necessary for individual situations. The result of both price and technical evaluations will determine the greatest likelihood of award. All proposals received are reviewed for completeness and conformity with the solicitation. Only responsive, responsible and compliant suppliers are considered for award. Responsible offers may include past performance and/or references.

Awarding a commercial PO or subcontract to a vendor based on lowest evaluated price alone can be false economy if subsequent default, late delivery, or other unsatisfactory performance results in addition to, but not limited to, contractual or administrative costs. While it is important that purchases be made at the lowest total price, this does not require the Laboratory award to a vendor solely because that vendor submits the lowest-priced offer.

As applicable, a prospective vendor should meet the following requirements:

- Have adequate financial resources to perform the subcontract or the ability to obtain them;
- An established system of financial controls;
- Ability to comply with the required quality requirements and delivery schedule;
- Have a satisfactory performance record;
- Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them; and
- Be qualified and eligible to receive an award under applicable laws and regulations.

8.7. Technical Review

Supplier responses to requests for quotations (RFQs) or requests for proposals (RFPs) for commercial items do not normally require a technical review unless it cannot be ascertained that the quotation is responsive to the solicitation, i.e., equivalent products with technical specifications.

Quotations or proposals received in response to best value solicitations or deemed by the Manager of Purchasing and Property Services to be a significant procurement, require review of the technical requirements included in the quotation or proposal in accordance with the solicitation's evaluation criteria by the requesting division's technical representative or team.

8.8. Pricing Reasonableness

For awards to Government Sources, to DOE and to other DOE Laboratories, regardless of value, additional determinations of fair and pricing reasonableness are not necessary.

For awards of less than the micro-purchase threshold (\$3,500 or less), the administrative cost of verifying the price reasonableness may more than offset the potential savings from detecting instances of overpricing. The Purchasing Agent determines price reasonableness on every action prior to award placement. File documentation or additional pricing action to verify price reasonableness should be accomplished when the purchasing agent has reason to suspect the price may not be reasonable, or when purchasing an item for which no comparable pricing is readily available.

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For awards (including modifications, task orders, or work orders) in excess of \$3,500 the purchasing agent will mark the reasonableness of price determination checklist in the file. For awards greater than \$10,000, a procurement summary with more detailed pricing reasonableness will be included in the file.

Price analysis is the preferred method for determining price reasonableness for commercial supplies and services; and cost analysis is not applicable to commercial supplies and services.

8.9. Award Documents

For awards less than the micro-purchase threshold and those established through a blanket order agreement, written purchase orders are not required unless requested by the supplier or there are special terms and conditions that apply, e.g. Contractor On-site Terms and Conditions, Intellectual Property provisions, and/or Quality Assurance requirements or any other requirements.

8.10. File Documentation

For actions, all pertinent file documentation should be retained in paper copy with each subcontract or PO file.

For actions greater than \$10,000 a narrative file memorandum should be prepared as necessary to provide an adequate explanation of the procurement. The procurement summary memorandum generally includes the following:

- Description of procurement
- Subcontractor information
- Sourcing and solicitation
- Selection process
- Negotiations
- Price/cost justification
- Any other special considerations.

Purchase orders or subcontracts are distributed to the requestor and/or program office via e-mail 24 hours after the order was cut. A paper copy of the Costpoint generated PO or subcontract is given to the Accounting office.

8.11. Debriefing

When a subcontract is awarded on a basis other than price alone, unsuccessful suppliers, upon their request, shall be provided meaningful comments specifically related to the weaknesses (and strengths) of their proposal as noted by the technical evaluator(s). Information about the technical standing of competitors and the individual merits of a competitor's proposals are not divulged. It is appropriate to say that the contractor requesting the debriefing is not the highest technical proposal and/or not the lowest price proposal, thereby not offering the "best value" to the Laboratory.

8.12. Administering Award

Procurements for commercial supplies and services are predominantly fixed-priced agreements which require minimal administration after award, other than follow-up to confirm timely delivery and completion. Purchase order administration is the responsibility of the purchasing agent issuing award.

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For most on-site work accomplished, the technical representative gives the contractor the approval to proceed after any and all applicable ESH&A requirements have been reviewed and approved.

The purchasing agent prepares any changes or modifications to the award document as required and authorized.

Options are exercised, as applicable.

Payments are administered in accordance with the terms of the purchase order or subcontract.

Terminations and or cancellations are handled in accordance with either the termination for Laboratory's convenience clause, or termination for cause.

- Under the termination for convenience clause, the contractor shall be notified to immediately stop all work under the contract and to notify any its subcontractors to cease work. The Laboratory is responsible to pay the contractor a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory using its standard record keeping system, that were caused by the termination.
- Under the termination for cause, the Laboratory may terminate the contract if the contractor fails to comply with any contract terms and conditions, or fails to provide the Laboratory, upon request, with adequate assurances of future performance. In the case of termination for cause, the Laboratory shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Laboratory for any and all rights and remedies provided by law.

Expediting is handled on an exception basis, at the request of a requester and the Laboratory may be subject to additional expediting charges.

8.13. Closeout Guidelines

A commercial purchase is complete when the supplier has completed the required delivery of supplies or services, the Laboratory has inspected and accepted such supplies or services, and the supplier has been paid.

In the case of a purchase involving government-furnished or acquired government-owned property, when all inventories and reconciliations are completed, the subcontract may be closed out.

Records for awards shall be retained for 10 years plus current year.

9.0 NON-COMMERCIAL PROCUREMENTS

This section applies to the purchase of non-commercial supplies and services, specifically excluding construction and architect-engineering requirements. Non-commercial supplies and services may include the following types of acquisitions:

- Research and development acquisitions of any type, including fixed price;
- Services procured on an hourly basis other than those acquired with competitive

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solicitations whose prices/rates are based upon catalog or market prices/rates as set forth under the Commercial Purchases section; and

- Cost-reimbursement contract types.

Upon receipt of the requisition, Purchasing will review and verify that non-commercial supplies or services are being acquired, accompanying documentation regarding any special considerations is complete, and any/all program approvals and approvals required per commodity requirements have been obtained.

9.1. Pre-Solicitations

For requisitions of \$25,000 or less, solicitation of one source is sufficient as long as price reasonableness can be determined. Additional sources may be solicited at the discretion of the Purchasing Agent. For requisitions greater than \$25,000, solicitation of two or more sources that are reasonably expected to be able to prove independently priced offers is sufficient, unless the requirement is exempt from competition requirements due to one or more of the following:

- [Justification for Non-Competitive Procurement](#)
- Utility services available from only one source
- Research and development services from an institution, where the institution is named in the call, or field work proposal
- Supply or service available from Government Supply Sources, including agreements from other government-owned contractor-operated laboratories, or DOE ICPT agreements
- DOE-directed procurements
- Purchases in accordance with the approved Laboratory Small Business Subcontracting Plan
- Follow-on awards to existing purchase orders, contracts or agreements covering incremental funding actions, exercising pre-priced options identified and priced in the original agreement; changes within the general scope of the contract or awards entered into under blanket agreements.

9.2. Solicitation Method

For solicitations less than \$150,000 where award (including the award of a modification, task order, or work order) is expected to be based upon price alone, either oral or written request for quotation (RFQ) or requests for price (RFP) may be used.

For solicitations of \$150,000 or greater where award (including the award of a modification, task order, or work order) is expected to be based upon price alone, written request for quotation (RFQ) or requests for price (RFP) shall be used.

9.3. Solicitation Terms and Conditions

Written solicitations for non-commercial supplies or services will include Ames Laboratory terms and conditions consistent with the proposed contract type selected. Refer to Appendix B regarding the list of flow downs.

Appropriate Intellectual Property Provisions are to be included.

Solicitations for non-commercial purchases where a subcontractor is coming on-site require supplemental Contractor On-site Terms and Conditions.

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Include [Travel for Contractor Personnel](#) terms and conditions as needed on cost-type or price-type subcontracts where travel costs are paid on a cost-incurred basis.

Include any other terms and conditions in the solicitation as appropriate.

9.4. Solicitation Representations and Certifications

For purchases of commercial supplies or services from the following organizations, Representations and Certifications and a Request for Taxpayer Identification Form (W-9) is not required:

- Other DOE prime contractors (when operating under their DOE Prime Contract)
- Awards made under Memorandum Purchase Orders or Inter-Agency Work Orders
- Awards made to Government Sources
- Intramural purchases with Iowa State University

For purchases of commercial supplies or services requiring delivery of technical data and the action is \$30,000 or greater, the purchasing agent should obtain a completed [Representations and Certifications Long Form](#) and a W-9 (or W-8 BEN/equivalent for foreign taxpayer identification) from the subcontractor. For purchases less than \$30,000 the purchasing agent should make sure that a [Representation and Certifications](#) and a W-9 is on file. Purchasing agents may use the www.sam.gov on-line representations and certifications for purchases less than \$30,000 that do not require the delivery of data or any exception to the Buy-American Act. The subcontractor is still required to submit a W-9.

The amount of time allotted for the submittal of offers should be commensurate with the complexity of the requirement, as determined by the purchasing agent; and this date/time should be communicated with all offerors.

9.5. Requirements

All written solicitations should contain clear identification of the supplies/services sought, the representations and certifications, all required terms and conditions, the evaluation and selection criteria and a clear basis for award, and instructions for addressing all appropriate elements of the submission requirements.

For services or supplies that include services greater than \$2,500 the [Service Contract Act Certification](#) should be included with solicitation.

For items of supply with unit price greater than \$3,500 Buy American Act consideration needs to be documented within the procurement summary, blue procurement file, or via memo to assure items meet Buy American Act, FAR 52.225-1 and/or FAR 52.225-9.

Organizational Conflicts of Interest (OCI) Representation/Certification or Disclosure is required when the Statement of Work requires advisory or assistance services as defined in FAR 37.201 and Section 11.26 of this Manual.

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Certification of Current Cost or Pricing Data is required for non-commercial actions expected to be \$750,000 when cost or pricing data is required, and an exemption doesn't apply per section 11.7 of this manual.

Certification of Cost Accounting Standards is required for awards to other than small businesses expected to be in excess of \$750,000 where the supplier's aggregate subcontract awards are expected to be more than \$50 million. This provision is included for in the [Representations and Certifications Long Form](#).

The amount of time allotted for the submittal of offers should be commensurate with the complexity of the requirement, as determined by the Purchasing Agent; and this date/time should be communicated with all offerors.

9.6. Solicitation Guidelines

In the event it becomes necessary to issue an amendment to a written solicitation due to changes in quantities, specifications, delivery requirements, closing dates, etc., the amendment must be issued to all prospective offerors if the closing date for receipt of offers has not arrived.

In the event it becomes necessary to re-establish a response period to a solicitation after the initial closing date has arrived, it is not necessary to include offerors who have been previously indicated a "no bid/offer" response to the initial solicitation, or those offerors who failed to respond to the initial solicitation, unless the purchasing agent has knowledge the change would have resulted in an offer from any particular source had it been incorporated before the initial closing date.

The determination to include an additional supplier in a solicitation is made by the Purchasing Agent.

When the Laboratory determines a solicitation is to be canceled, all suppliers should be notified as soon as possible.

Quotations/proposals, including their withdrawal or modification, received by the Laboratory after the closing date shall be considered late. Except as otherwise specifically provided in the solicitation, the Laboratory may consider for award such late quotation or proposals if (1) it is in the only proposal received, or (2) it is in the best interest of the Laboratory.

9.7. Evaluation and Award

The overall guiding principles in proposal evaluation are efficiency and selection of the proposal that represents the best value to the Laboratory and the U.S. Government. Sound judgment should be applied in determining appropriate variations and adaptations necessary for individual situations. The result of both price and technical evaluations will determine the greatest likelihood of award. All quotations or proposals received are reviewed for completeness and conformity with the solicitation. Only responsive, responsible suppliers are considered for award.

Awarding a non-commercial subcontract to a vendor based on lowest evaluated price along can be false economy if subsequent default, late delivery, or other unsatisfactory performance results in addition to, but not limited to, contractual or administrative costs.

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While it is important that purchases be made at the lowest total price, this does not require the Laboratory award to a vendor solely because that vendor submits the lowest-priced offer.

As applicable, a prospective vendor should meet the following requirements:

- Have adequate financial resources to perform the subcontract or the ability to obtain them;
- An established system of financial controls;
- Ability to comply with the required quality requirements and delivery schedule;
- Have a satisfactory performance record;
- Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
- Have the necessary equipment or supplies to perform the work or be able to obtain them;
- Be qualified and eligible to receive an award under applicable laws and regulations.

For awards greater than \$35,000 that are not commercial off-the-shelf (COTS), the Purchasing Agent will ensure the supplier is not on the system for Award Management website (www.sam.gov) as debarred, suspended proposed for debarment, or otherwise ineligible to do business with the federal government. Awards for non-COTS items on with a supplier on the suspended list may not be awarded unless prior written notice is given to DOE. The notice must include:

- The name of the subcontractor;
- The Laboratory's knowledge of the reasons for the subcontractor being cited as ineligible to do business with the federal government;
- The compelling reason for doing business with the subcontractor notwithstanding its exclusion from Federal Procurement and Non-procurement Programs; and
- The systems and procedures the Laboratory has established to ensure it is fully protecting the government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or exclusion.

9.8. Technical Review

When response/s is/are received for a solicitation, a review of the technical evaluation factors by the requestor, or requesting program, is normally accomplished. The review should be accomplished in accordance with the award criteria included in the solicitation.

A technical review may be waived by the Purchasing Agent, but documentation should be included within the procurement file explaining basis of award.

9.9. Pricing/Cost Reasonableness

For awards less than the micro-purchase threshold (\$3,500 or less), the administrative cost of verifying the price reasonableness may more than offset the potential savings from detecting instances of overpricing. The Purchasing Agent determines price reasonableness on every action prior to award placement. File documentation or additional pricing action to verify price reasonableness should be accomplished when the purchasing agent has reason to suspect the price may not be reasonable, or when purchasing an item for which no comparable pricing is readily available.

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For awards (including modifications, task orders, or work orders) in excess of \$3,500 the purchasing agent will mark the reasonableness of price determination checklist in the file. For awards greater than \$10,000, a procurement summary with more detailed pricing reasonableness will be included in the file.

9.10. Other Evaluation Factors

On an as needed basis, the Purchasing Agent may evaluate business information provided by a supplier, including but not limited to, calling references to confirm past performance and verify supplier responsibility.

Exceptions or deviations requested by the supplier(s) are evaluated. Legal review may be requested for deviations to standard terms and conditions, if needed. Refer to Appendix B regarding the list of flow downs.

For those actions subject to the Organizational Conflicts of Interest (OCI), the OCI procedure is followed as outlined in section 11.26.

For those actions to large businesses greater than or expected to exceed \$700,000, a small business subcontracting plan should be reviewed and received, and depending on evaluation metrics in the RFP, may influence award.

9.11. Negotiation

Using information gathered from the technical evaluation, cost or pricing review, and other sources, the Purchasing Agent, with assistance as needed from staff professionals, may undertake negotiations to reach agreement on performance measurements, statement of work, cost or price, and/or modifications to standard terms and conditions or other provisions to the agreement as appropriate. Purchasing personnel enter into negotiations after initial evaluations of responses to a solicitation and after establishment of a competitive range.

Once a supplier is selected, further negotiations may be conducted with the selected supplier to define a final agreement on price, terms, conditions, etc. Factors that could have had any effect on the selection process may not be changed at this point in time.

Negotiations should be documented in the procurement file.

9.12. Award Documents

All non-commercial purchases require a written Purchase Order, or subcontract.

If the non-commercial purchase is written via a subcontract document rather than a standard Costpoint purchase order, Purchasing will still process a purchase order in Costpoint for tracking and accounting purposes.

9.13. File Documentation

For actions, all pertinent file documentation should be retained in paper copy with each subcontract or PO file.

For actions greater than \$10,000 a narrative file memorandum should be prepared as necessary to provide an adequate explanation of the procurement. The procurement summary memorandum generally includes the following:

- Description of procurement

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- Subcontractor information
- Sourcing and solicitation
- Selection process
- Negotiations
- Price/cost justification
- Any other special considerations.

Purchase orders or subcontracts are distributed to the requestor and/or program office via e-mail within 24 hours of cutting the order. A paper copy of the PO or subcontract is given to the Accounting office.

9.14. Debriefing

When a subcontract is awarded on a basis other than price alone, unsuccessful suppliers, upon their request, shall be provided meaningful comments specifically related to the weaknesses (and strengths) of their proposal as noted by the technical evaluator(s). Information about the technical standing of competitors and the individual merits of a competitor's proposals are not divulged. It is appropriate to say that the contractor requesting the debriefing is not the highest technical proposal and/or not the lowest price proposal, thereby not offering the "best value" to the Laboratory. Debriefing may only be conducted by purchasing personnel.

9.15. Administering Award

Procurements for non-commercial supplies and services are predominantly fixed-priced agreements and may require a significant degree of administration after award. Contract, purchase order, and agreement administration are the responsibility of the cognizant Purchasing Agent.

Purchasing will inform the technical representative when the action has been executed for "approval to proceed" with the work.

For most on-site work accomplished, the technical representative gives the contractor the approval to proceed after any and all applicable ESH&A requirements have been reviewed and approved.

The Purchasing Agent prepares any changes or modifications to the award document as required and authorized.

For those actions to large businesses greater than or expected to exceed \$700,000 with subcontracting opportunities, the subcontract award should include a small business subcontracting plan that meets all requirements of FAR 52.219-9. The subcontracting plan submitted by the subcontractor must contain all elements identified in this FAR clause unless the subcontracting plan is waived by the Procurement Manager. The plan shall be incorporated into the resultant subcontract.

Options are exercised, as applicable.

Payments are administered in accordance with the terms of the purchase order or subcontract.

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Terminations and or cancellations are handled in accordance with either the termination for Laboratory's convenience clause, or termination for cause.

- Under the termination for convenience clause, the contractor shall be notified to immediately stop all work under the contract and to notify any its subcontractors to cease work. The Laboratory is responsible to pay the contractor a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory using its standard record keeping system, that were caused by the termination.
- Under the termination for cause, the Laboratory may terminate the contract if the contractor fails to comply with any contract terms and conditions, or fails to provide the Laboratory, upon request, with adequate assurances of future performance. In the case of termination for cause, the Laboratory shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Laboratory for any and all rights and remedies provided by law.

Expediting is handled on an exception basis, at the request of a requestor and the Laboratory may be subject to additional expediting charges.

9.16. Insurance

Prior to commencing work, the subcontractor shall, except as otherwise approved by the Laboratory Purchasing Manager, take out and maintain at its own cost and expense, until the work is completed and accepted by the Laboratory, insurance levels satisfactory to the Laboratory. Standard insurance provisions are included in the standard terms and conditions and levels may be negotiated by the Purchasing Agent based on risk.

9.17. Post Award Reviews and Audit

The Laboratory will provide for periodic post-award audit and review of cost-reimbursement subcontractors at all tiers. Purchasing reviews 100% of all invoices for allocable and allowable costs prior to approving for payment.

Based on risk methodology, including single audit act reports (Circular A-133), costs incurred to date, authorized dollar amount, length of performance, and size of the entity, consideration is given at what rate and if to review or audit the subcontract. Internal Audit also considers whether the subcontract has an approved accounting system approved by a federal audit entity, and/or published and approved indirect rates. Detailed information is included in the [Post-award Auditing of Cost Reimbursable Subcontracts Policy](#).

9.18. Closeout Guidelines

A non-commercial purchase is complete when the supplier has completed the required delivery of supplies or services, the time frame to exercise the options (if applicable) has expired, and the actions for closeouts are completed.

Files may be closed when all work has been performed, necessary releases (if applicable) are signed by the contractor and required Laboratory personnel, and final payment has been made. When the period of performance has ended, the closeout process should begin.

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If the contract is a cost-type contract, the contractor should have a predetermined rate agreement with an agency of the U.S. Government. This agreement should be used in lieu of negotiating final indirect rates, provided the agreement is still within the predetermined rate period and not being used as a provision rate agreement until new rates can be finalized.

In most cases, the Laboratory uses a quick closeout procedure. Quick closeout is the preferred method to closeout cost-reimbursement subcontract in advance of the determination of final direct costs and indirect cost rates if the subcontract, task order, or delivery order is physically complete, the amount of unsettled direct costs and indirect costs to be allocated to the subcontract, task order, or delivery order is insignificant. Insignificant is defined in FAR 42.708 as the lesser of \$1,000,000 or 10 percent of the total subcontract, task order or delivery order amount.

Purchasing will work with Internal Audit to perform a risk assessment and determine that the use of the quick-closeout procedure is an appropriate method. The risk assessment includes consideration of:

- The subcontractor's accounting, estimating and purchasing systems;
- Other auditor concerns;
- Any other pertinent information such as documented history of Federal Government approved indirect cost rate agreements, changes to the subcontractor's rate structure, volatility of rate fluctuations, mergers or acquisitions, special subcontract provisions limiting subcontractor's recovery of otherwise allowable indirect costs under cost reimbursement or time-and-materials contracts; and
- The agreement can be reached on a reasonable estimate of allocable dollars.

Determinations of final indirect costs under the quick-closeout procedure provided for by the Allowable Cost and Payment clause at 52.216-7 shall be final for the contract it covers and no adjustment shall be made to other contracts for over-or under-recoveries of costs allocated or allocable to the contract covered by the agreement.

Purchasing will not approve the final invoice on the contract until all closing requirements are completed whether the subcontract is closed out via quick-closeout or not. For cost reimbursable subcontracts, Purchasing will notify the Internal Audit department prior to closeout. Internal Audit will decide whether to conduct an audit prior to closeout. Then, Purchasing will work with Accounting to de-obligate any excess funds remaining to the contract.

In the case of a purchase involving government-furnished or acquired government-owned property, when all inventories and reconciliations are completed, the subcontract may be closed out.

When all of this is completed, Purchasing marks the file as closed on the folder. Records for awards shall be retained for 10 years plus current year.

10.0 CONSTRUCTION

Construction purchases will be awarded using fixed-price contracts or blanket order agreements that have fixed-price definitive task orders issued against them.

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Construction requirements include construction, alteration, or repair (including excavating, trenching and painting) of buildings, structures, or other real property. The terms “buildings, structures, or other real property” include but are not limited to parkways, streets, tunnels, sewers, mains, powerlines, pumping stations, scaffolding, capital improvement, drilling, blasting, excavating, clearing and landscaping.

10.1. Review and Pre-Solicitation Preparation

The following information is submitted to Purchasing:

- Specifications and drawings that are clear, complete and have been reviewed by the Project Manager or Technical Representative.
- A sufficiently detailed, independent, cost estimate for actions exceeding \$3,500.
- A [Davis-Bacon Act Pre-Work Checklist](#).
- A completed [purchase requisition](#).
- A suggested list of sources (recommended).

Once these items are submitted to Purchasing, a wage determination will be requested to the DOE CO for projects exceeding \$2,000 via the Procurement Action Request (internal purchasing form). Incomplete packages are returned to the requestor for compliance with the elements described above.

All construction projects expected to exceed one month to complete will be issued a subcontract (SC-XX-XXX); construction projects expected to be completed in less than one month will be issued a PO (AXX-XXXX).

The Purchasing Agent creates a hard copy file for all documentation of the RFP, contract administration and close out.

10.2. Soliciting Competition

The establishment and maintenance of solicitation lists of qualified general and specialized construction suppliers is the primary responsibility of the Purchasing Agent, however it is encouraged that the requestor or project manager provide a list of potential participants for the solicitation competition for consideration by procurement.

Competition is the preferred method for all construction projects greater than \$10,000. For construction projects between \$10,000 and \$25,000, solicitation of one source is sufficient as long as price reasonableness can be determined. Additional sources may be solicited at the discretion of the Purchasing Agent. For requisitions greater than \$25,000, competition almost always used, unless there is an unusual circumstance that would allow for justification for non-competitive procurement.

10.3. Solicitation Guidelines

10.3.1. Request for Proposal (RFP)

Small business set-asides in the RFP should be considered and used when it is reasonable to expect there are two or more small businesses that are qualified and are expected to participate in the request for proposal.

Selection and evaluation methods appropriate to the requirement will be outlined in the body of the RFP document.

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It is recommended that all construction RFP's be issued with the request for a firm-fixed price proposal, but if the scope of work is most efficiently completed through another contract vehicle type, the Purchasing Agent may decide a contract type other than firm-fixed price.

RFPs may or may not require a question and answer period, site visit, pre-proposal meeting or references depending on the scope project. The Ames Laboratory Procurement Specialist and Ames Laboratory Technical Representative may make the determination as to whether some or all of these aspects will be included or required in the RFP.

If a question and answer period is included all questions and answers should be provided to all invited vendors to insure that no vendor is afforded an unfair advantage over another.

The RFP should include an issue date and a RFP close date.

The RFP should request the proposal should be submitted along with all required completed appendices and a current W-9 form. Other documents that may be included as part of the RFP package include a company health and safety plan/manual, 5% bid bond, small business subcontracting plan (for other than small businesses) a construction schedule, and past performance references.

The RFP often includes the following appendices:

- Construction Specifications to include drawings if necessary
- Ames Laboratory's current revision of the Terms and Conditions for Construction, refer to Appendix B regarding the list of flow downs.
- A proposal form (Optional)
- Representations and Certifications form with completed NAICS code ([long form](#) or [short form](#))
- Safety Questionnaire when required, communicated in advance of the RFP with ESH&A
- Approved Wage Determination

10.3.2. Amendments to the Solicitation

In the event it becomes necessary to issue an amendment to a solicitation due to changes in quantities, specifications, delivery requirements, closing dates, etc., the amendment must be sent to all prospective offerors if the closing date for receipt of offers has not arrived.

In the event it becomes necessary to re-establish a response period to a solicitation after the initial closing date has arrived, it is not necessary to include offerors who have previously indicated a "no bid/offer" response to the initial solicitation, or those offerors who failed to respond to the initial solicitation, unless the procurement specialist has knowledge the change would have resulted in an offer from any particular source had it been incorporated before the initial closing date.

10.3.3. Cancellation of a Solicitation

When a situation arises that requires the cancellation of a solicitation, all suppliers are notified as soon as possible.

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10.3.4. Modifications/Withdrawal

Quotations/proposals may be modified or withdrawn by written notice from the offeror provided the Laboratory receives such notification before the date set for the receipt of quotations/proposals.

10.3.5. Late Quotations/Proposals

Quotations/proposals, including withdrawals or modifications received by the Laboratory after the closing date, shall be considered late. Except as otherwise specifically provided in the solicitation, the Laboratory may consider for award such late quotations or proposals if it is in the best interest of the Laboratory. All RFP s shall contain language addressing late submission.

10.4. Bonds and Insurance

10.4.1. Fixed-price, unit-priced and cost reimbursement construction subcontracts greater than \$150,000, requires both payment and performance bond be obtained for 100% of the subcontract price prior to proceeding with work.

10.4.2. For fixed-price, unit priced and cost reimbursement construction subcontracts greater than \$35,000, but not greater than \$150,000, the subcontractor shall select provide a payment bond for 100% of the subcontract price prior to proceeding with work.

10.4.3. If the contract prices increases, an additional amount equal to 100% of the increase shall be issued, unless it has been determined by the Purchasing Agent the increase is minimal and risk does not outweigh effort and additional cost to add to the bond.

10.4.4. Prior to commencing work, the subcontractor shall, except as otherwise approved by the Laboratory Purchasing Manager, take out and maintain at its own cost and expense, until the work is completed and accepted by the Laboratory, insurance levels satisfactory to the Laboratory. Standard insurance provisions are included in the standard terms and conditions and levels may be negotiated by the Purchasing Agent based on risk.

10.5. Evaluation and Award Guidelines

10.5.1. Procurement Review

The overall guiding principles in proposal evaluation are efficiency and selection of the proposal that represents the best value to the Laboratory and the U.S. Government. Sound judgment should be applied in determining appropriate variations and adaptations necessary for individual situations. The result of both price and technical evaluations will determine the greatest likelihood of award. All proposals received are reviewed for completeness and conformity with the solicitation. Only responsive, responsible and compliant suppliers are considered for award.

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Responsible construction offers may include an acceptable Emergency Modification Rate, references and a well-documented health and safety plan. Responsibility may be determined through past performance.

Awarding a construction subcontract to a vendor based on lowest evaluated price alone can be false economy if subsequent default, late delivery, or other unsatisfactory performance results in addition to, but not limited to, contractual or administrative costs. While it is important that purchases be made at the lowest total price, this does not require the Laboratory award to a vendor solely because that vendor submits the lowest-priced offer.

As applicable, a prospective vendor should meet the following requirements:

- Have adequate financial resources to perform the subcontract or the ability to obtain them;
- An established system of financial controls;
- Ability to comply with the required quality requirements and delivery schedule;
- Have a satisfactory performance record;
- Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
- Have the necessary construction equipment or be able to obtain them; and
- Be qualified and eligible to receive an award under applicable laws and regulations.

For construction awards greater than \$35,000, the Purchasing Agent will ensure the supplier is not on the system for Award Management website (www.sam.gov) as debarred, suspended proposed for debarment, or otherwise ineligible to do business with the federal government. Awards for non-COTS items on with a supplier on the suspended list may not be awarded unless prior written notice is given to DOE. The notice must include:

- The name of the subcontractor;
- The Laboratory's knowledge of the reasons for the subcontractor being cited as ineligible to do business with the federal government;
- The compelling reason for doing business with the subcontractor notwithstanding its exclusion from Federal Procurement and Non-procurement Programs; and
- The systems and procedures the Laboratory has established to ensure it is fully protecting the government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or exclusion.

10.5.2. *Technical Reviews*

Requests for proposal responses normally require a review of the technical evaluation factors included in the proposal by the requesting department's technical representative.

Requests for proposal responses to significant procurements, usually greater than \$150,000 require a review of the technical evaluations factors by the requesting department's technical representative or technical evaluation team; and

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When the apparent low competitive proposal is 15% higher or lower than the Laboratory independent estimate, technical personnel will:

- Provide an explanation for the discrepancy and recommend award,
- Recommend a bid verification, or
- Work with Purchasing to cancel the solicitation.

10.5.3. Determination of Price Reasonableness

For awards less than the micro-purchase threshold (\$3,500 or less), the administrative cost of verifying the price reasonableness may more than offset the potential savings from detecting instances of overpricing. The purchasing agent determines price reasonableness on every action prior to award placement. File documentation or additional pricing action to verify price reasonableness should be accomplished when the purchasing agent has reason to suspect the price may not be reasonable, or when purchasing an item for which no comparable pricing is readily available.

For awards (including modifications, task orders, or work orders) in excess of \$3,500 the purchasing agent will mark the reasonableness of price determination checklist in the file. For awards greater than \$10,000, a procurement summary with more detailed pricing reasonableness will be included in the file.

10.5.4. Evaluation Factors

Awards for construction are generally awarded on lowest price, technically acceptable proposals. However, other factors to consider the total cost of acquisition may be considered prior to award. These other factors may include:

- References regarding past performance, establishing the offeror is responsible.
- The safety record, including injury and illness information from the OSHA 300 log.
- Exceptions and or deviations requested by the suppliers. Legal review is required for all deviations to standard terms and conditions. Additional assistance from the Laboratory's legal counsel may be requested at the discretion of the purchasing agent.
- An acceptable small business subcontracting plan prior to award for large business contractors (applicable to awards \$1.5 million or greater).

10.5.5. File Documentation

For actions greater than \$10,000 a narrative file memorandum should be prepared as necessary to provide an adequate explanation of the procurement. The procurement summary memorandum generally includes the following:

- Description of procurement
- Subcontractor information
- Sourcing and solicitation
- Selection process
- Negotiations
- Price/cost justification
- Any other special considerations.

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10.5.6. Award Documents

Construction award actions require written notice of award. This notice of award can be provided in the form of a purchase order, or for larger and construction projects longer than a month, a subcontract is issued.

10.6. Construction Contract Administration

Construction award administration is the responsibility of the purchasing agent. Technical oversight and management of the project is the responsibility of Facilities and Engineering Services (FES) personnel.

A notice to proceed issued by Purchasing is required for all construction work prior to initiation of work, and normally as part of attendance at the preconstruction meeting, the procurement specialist will ensure that the following documents, as applicable, have been received and approved by the Laboratory:

- Signed contract
- Payment and performance bonds
- Current Certificate of Insurance with all additionally insureds named
- ESH&A Safety Questionnaire (if required)
- Written Health and Safety Plan (if required)
- Construction schedule
- List of subcontractors (SF1413)
- List of job classifications
- Requests for authorization of additional classification and rate (SF1444)

10.7. Construction Contract Changes

An authorized purchasing agent is the only person at the Laboratory authorized to change the scope of work or any part of the contract. Any changes or modifications to a contract must be supported by appropriate requisition documents and approved by an individual with designated requisitioning authority.

All requests for contract modifications are sent to Purchasing from Facilities and Engineering Services (FES). Requests submitted without these approvals are returned to the requester for compliance with these elements.

- In accordance with the terms of the changes clause of the contract, the Laboratory reserves the right to unilaterally make changes in the specifications and drawings, omit work, or require additional work by issuance of a change order. Adjustments in the contract price, time of performance and any other revision to the requirements or provisions of the contract are normally mutually agreed upon by the Laboratory and the supplier prior to commencement of work. The negotiation of changes with the supplier, and incorporation of the change into the contract are the responsibility of the purchasing agent;
- Modifications determined not to be under the contract's changes clause may also be issued to add work to an existing contract. Such modifications to a contract are mutually agreed upon by the Laboratory and the supplier prior to the

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commencement of the work. The negotiation of the modification with the supplier, and incorporation of the modification into the contract are the responsibility of the Purchasing Agent; and

- Changes may be directed by the procurement specialist orally or by letter when circumstances do not allow sufficient time to obtain an agreement of the supplier to price or time adjustments. Any oral directions shall be promptly confirmed in writing.
- Any technical questions from the supplier concerning modifications are referred to the FES technical representative for coordination and reply through the procurement specialist.
- Where there is no acceptable agreement with the supplier on an equitable adjustment resulting from an authorized change, the matter and appropriate correspondence are referred to Laboratory Legal Counsel for their review; and
- The distribution of modifications remains the same as for a basic contract.

10.8. Labor Compliance and Certified Payrolls

Per the Construction Wage Rate Requirements clause (FAR 52.222-6) all laborers and mechanics employed or working upon the site of a construction contract will be paid unconditionally and not less often than once a week.

The Laboratory is required to monitor for compliance with applicable labor provisions under its prime contract.

The Laboratory accounts for the following to ensure compliance:

- Provides contractors with information regarding prevailing wage compliance and reporting at the time of solicitation and contract award.
- Requires a signed Statement and Acknowledgment form (SF1413) which requires contractors to acknowledge all labor-related acts are flowed down to subcontractors.
- The purchasing agent will set up the project on the www.LCPtracker.net, a cloud software program used to facilitate contractors' (at all tiers) weekly certified payroll reporting for submission and approval by the Laboratory purchasing agent. Promptly investigating any complaints or allegations of improper labor law compliance by the use of labor standards interviews (using [Standard Form 1445](#)), administered by the Purchasing Agent and receipt/review of contractor's certified payrolls. More details on how Purchasing follows the Davis-Bacon and related labor acts is found in the [Davis-Bacon Act Procedure](#).

10.9. Small Business Reporting

Construction awards for \$1,500,000 or greater with subcontracting opportunities require approved small business subcontracting plans that are incorporated as an appendix in the subcontract. Semi-annual reporting is required by the contractor via www.eSRS.gov to report small business awards under the contract. The procurement specialist will assure that all required reports are submitted by the contractor in accordance with the small business subcontracting plan.

10.10. Closeout Guidelines

Closeout requires that the work be completed to the satisfaction of the Laboratory representatives and confirmed by the following actions:

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- All payrolls have been submitted and approved including the payrolls listed as “Final” and all comply with Davis-Bacon requirements.
- Approval is provided in writing by the Ames Laboratory Project/Technical Representative.
- The final invoices have been approved and paid.
- All emails and related correspondence has been filed orderly in the Procurement P.O./Contract file.
- For construction contracts, Purchasing will retain Contractor Performance reports submitted by ESH&A and FES for use in evaluating suppliers for future awards.
- All performance and payment bonds are returned to the contractor.
- Project is closed in Costpoint and any remaining funds are released.
- Procurement file is completed with all required documents and is organized and labeled for easy referencing, receives final review and is marked with appropriate retain date.

11.0 PRIME CONTRACT AND LABORATORY POLICIES

This section outlines the requirements for the Laboratory’s acquisition of items and services as specifically or generally outlined or directed with the Prime Contract. *Topics are generally listed in an alphabetical order.*

11.1 Acquisition of Excess Government Property

Excess government property is generally available from DOE contractor facility listings or GSA’s listings on www.gsaxcess.gov. Laboratory personnel may screen excess property listings to determine if any excess property is available that meets his/her requirements, and also should consider the budgetary effects of the acquisition of the excess property. If excess property is desired, the request should be made to the Manager of Purchasing and Property Services. Purchasing does require appropriate signature authority for any cost associated with obtaining the property.

11.2 Affirmative Procurement

Several clauses within the Prime Contract call for the Laboratory to procure “green” or “sustainable” items.

Under clause I.49 (FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts) of the Prime Contract, the Laboratory shall make maximum use of bio based products that are United States Department of Agriculture (USDA) designated items unless the product cannot be acquired competitively within a timeframe to meet schedule, does not meet contract performance requirements or cannot be acquired for a reasonable price. Bio based product information can be found at www.biopreferred.gov.

Clause I.57 (FAR 52.223-15, Energy Efficiency in Energy-Consuming Products) requires the Laboratory purchase energy-consuming products that are energy efficient products that either meet the DOE and EPA criteria for use of the Energy Star trademark label, or are in the upper 25 percent of efficiency for all similar products as designated by the DOE’s Federal Energy Management Program (FEMP). The requirements apply unless the energy-consuming product is not listed in the Energy Star program or FEMP, or otherwise approved in writing by the Contracting Officer.

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Clauses I.56A (FAR 52.223-13, Acquisition of EPEAT-Registered Imaging Equipment), I.56B (FAR 52.223-14, Acquisition of EPEAT-Registered Televisions) and I.58 (FAR 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products) require that all personal computer products, copiers, digital duplicators, fax machines, mailing machines, multifunction devices, printers, scanners and televisions are purchased by the Laboratory be EPEAT bronze-registered or higher. The EPEAT products are located at www.epa.gov/epeat.

Under clause I.59 (FAR 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts) of the Prime Contract, the Laboratory shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe to meet schedule, does not meet contract performance requirements or cannot be acquired for a reasonable price. Product information is available via <https://www.epa.gov/greenerproducts>.

During the acquisition, the Purchasing department marks any items purchased with a standard text code within Costpoint. These codes are then used during reporting periods to report bio based purchases, recycled content purchasing, EPEAT and other affirmative procurement requirements. The information is provided to the Environmental Specialist in ESH&A.

11.3 Aircraft

Acquisitions of aircraft, except for rentals or loans of 30 days or less must be approved in advance by DOE Headquarters.

11.4 Alcohol (industrial)

Industrial alcohol for use by the Laboratory is purchased from Iowa State University Chemistry stores on a tax-free basis.

11.5 Balanced Scorecard

The Balanced Scorecard (BSC) is a DOE requirement that requires Ames Laboratory to develop a plan for assessing performance metrics and requires operational adherence to the DOE approved plan with national and local performance goals. The BSC plan is structured to evaluate procurement functions based on four key perspectives: 1) customer, 2) internal business process, 3) learning and growth, and 4) financial. The metrics are compiled at the end of each fiscal year and reported to DOE for approval. The metrics are used to identify trends in performance and promote benchmarking techniques to encourage continuous improvement activities.

11.6 Buy-American Acts

The Prime Contract includes FAR 52.225-1 and FAR 52.225-9 Buy American Act for supplies. These regulations provide preference for U.S. domestic end products.

Any domestic end item (supply) more than \$3,500 (the micro-purchase threshold) should be purchased from a U.S. manufacturer unless certain exceptions apply, or a Request for Buy American exception certificate has been approved by the Purchasing Manager for orders less than \$500,000, and approved by the CO if greater than or equal to \$500,000, and put in the file.

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A domestic end product is an unmanufactured end product mined or produced in the U.S. and if the cost of components mined, produced, or manufactured in the U.S. exceed 50 percent of the cost of all its components. The component test is waived for acquisition of Commercial Off-the-Shelf items.

There are five exceptions to Buy American, FAR 52.225-1, which are:

- 1) Public Interest – The Laboratory is exempt if the head of the agency makes the determination that domestic preference is inconsistent with public interest.
- 2) Nonavailability – The item/s are not mined, produced, or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of a satisfactory quality. There are two types of nonavailability: class and individual.
 - Class determination – refer to articles published in FAR 25.104. This list should be referenced prior to making an individual determination. Common items the Laboratory purchases that are part of the class determination include spare and replacement parts for equipment of foreign manufacture and for which domestic parts are not available. DOE may also make a class determination for items purchased under the Laboratory contract.
 - Individual determinations – the Head of Contracting Activity (HCA) may make a determination that an article, material, or supply is not mined, produced, or manufactured in the U.S. in sufficient and reasonable available commercial quantities. A written determination is not required for the file when ALL of the following conditions are met 1) the acquisition was conducted through use of full and open competition, 2) the acquisition was synopsisized per FAR 5.201 (not required if posted on www.fbo.gov), AND no offer for a domestic end product was received.
- 3) Unreasonable Cost – If a domestic offer is received and it is not the lowest overall cost offer, the Laboratory must request approval from the Contracting Officer. The price difference must be greater than 6 percent if the lowest domestic offer is from a large business, and greater than 12 percent if the lowest domestic offer is from a small business.
- 4) Resale – not applicable to the Laboratory.
- 5) Information technology that is a commercial item – which is defined as equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. It includes computers, ancillary equipment, and peripheral equipment of a computer, software, firm ware or similar procedures.

Prime Contract clauses I.66 (FAR 52.225-9, Buy American-Construction Materials) and I.68 (FAR 52.225-21, Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Statute – Construction Materials) require the Laboratory use only domestic construction material in performing the contract, along with use of American made iron and steel. These clauses shall be flowed down in all construction subcontracts. A domestic construction material is an unmanufactured construction material mined or produced in the U.S. or a construction material manufactured in the US if the cost of its components mined, produced, or manufactured in the US exceeds 50 percent of the cost of all its components or the construction material is a COTS item. The Laboratory must request approval from the Contracting Officer for any exception to a domestic construction material. Subcontractors may complete Construction Materials Request for Exception Form (48300.042) for request for exception based on cost or

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nonavailability. The Purchasing Agent will forward these to the Contracting Officer for approval. Once approved, the approved items will be incorporated into the terms of the subcontract.

11.7 Certification (or Certificate) of Cost or Pricing Data

The Purchasing Agent shall obtain certified cost or pricing data for purchases greater than \$750,000 for noncommercial purchases if concluded that none of the following exceptions apply:

- When prices agreed to are based upon adequate price competition
- When the Purchasing Agent determines prices are agreed upon based on prices set by law or regulation
- When a commercial item is being acquired
- When a waiver has been granted by the DOE Head of Contracting Activity (HCA)
- When modifying a subcontract for commercial items
- The exercise of an option at the price established at contract award or initial negotiation does not require submission of certified cost or pricing data
- When proposals used solely for overrun funding or interim billing price adjustments

The certificate does not constitute a representation as to the accuracy of the subcontractor's judgment on the estimate of future costs or projections, but applies to the data upon which the judgment or estimate was based. Once a price or cost agreement has been met, the Purchasing Agent will ask for this certificate and place a copy in the file.

11.8 Change of Name

A third party may be recognized as the successor in interest to a subcontract where the third party's interest arises out of the transfer of all the assets of the subcontractor or all of that part of the subcontractor's assets involved in the performance of the subcontract. If the tax identification number changes, Purchasing will close out the agreement and set up a new vendor. If the tax identification remains the same, then Purchasing will generally update the vendor information in Costpoint using the same vendor number. Purchasing coordinates changes of name with Accounting.

11.9 Contractor-Affiliated Sources

The Laboratory may purchase from Iowa State University in the same manner as from other sources, provided:

- The Laboratory's purchasing function is independent from the University.
- The same terms and conditions apply if the purchase was from a third party.
- Award is made in accordance with policies and procedures designed to permit effective competition.
- The award is legally enforceable where the entities are separately incorporated.

Subcontracts for performance of contract work itself require DOE authorization and may involve an adjustment in Iowa State University's performance fee.

11.10 Customs Clearance

For foreign purchases, the Purchasing Agent may need to notify the contracted customs agency, Scarbrough International, who acts as an export forwarding agent/broker for the Laboratory.

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11.11 Directed Procurements

A directed procurement is a procurement action directed by a government agency to the Laboratory in writing. Procurement personnel will verify that written approval is obtained from the DOE Contracting Officer prior to awarding any directed procurement.

These procurements are considered competitive awards if the directed source was included in a competed call for proposal. Purchasing agents should document the file with supporting information of the competition.

11.12. Duty

For foreign purchases, the Purchasing Agent will request a Harmonized Tariff Classification Code to understand if a duty will be assessed for the good/s purchased. In all cases, the Purchasing Agent shall try to negotiate terms of Delivery Duty Paid (DDP). Most vendors will not agree to DDP terms, because the vendor takes all risk during shipment along with clearance upon entry into the U.S. Duty.

If a duty will be assessed, this shall be documented as part of the purchase.

The Laboratory may qualify for duty-free applications of scientific equipment by completing Form ITA-338P, found on the internet, which is a U.S. Department of Commerce, International Trade Administration and U.S. Department of Homeland Security form requesting duty-free entry.

11.13. Equal Employment Opportunity (EEO)

EEO regulations prohibit employment discrimination by subcontractors based on race, color, religion, national origin, age, or sex and require affirmative action by subcontractors to certify equal employment opportunity.

EEO regulations apply to all subcontract and lower-tier subcontracts unless exempt under the following conditions:

- Individual purchase orders and subcontracts of \$10,000 or less unless the aggregate value of all purchase orders or subcontracts awarded to a contractor in any 12-month period exceeds or can reasonably be expected to exceed, \$10,000. EEO applies to indefinite-quantity contracts unless the purchasing agent has reason to believe the amount to be ordered in any year under the contract will not exceed \$10,000.
- Purchase order and subcontracts to federal supply sources.
- Purchase orders and subcontracts with state and local governments.
- Purchase orders or subcontracts to be performed outside the United States and for which no recruitment of workers within the United States is involved.
- Sales of government property.
- Specific subcontracts exempted by the DOE in the interest of national security.
- Work on or near Native American reservations.

EEO provisions are included on both Laboratory representations and certifications forms. Completed representations and certifications are reviewed by the purchasing agent to verify EEO compliance.

Affirmative Action Requirements – A written affirmative action program is required for

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any non-construction supplier with 50 or more employees receiving a purchase order or subcontract valued at \$50,000 or more. Whenever the representations and certifications indicate that the supplier either has not developed such a program or has not had a previous contract requiring such a program, the procurement specialist will advise the supplier of this requirement in writing by flowing down terms and conditions.

Previous Contracts and Compliance Reports – Whenever a supplier indicates it has not filed all required compliance reports, the purchasing agent will advise the supplier in writing of its requirements under the EEO clause.

11.14. Ethics

Procurement personnel shall maintain the highest ethics and standards in conducting business operations consistent with Iowa State University's [Code of Business and Fiduciary Conduct](#). All conduct shall be in accordance with integrity and fair dealing to avoid even the appearance of conflict between personal interests and those of ISU. An employee shall not, under any circumstances, attempt to influence or to be influenced by accepting gratuity or special favor from individuals or organizations with whom Ames Laboratory is conducting business with, or proposing to conduct business. All procurement activities shall be conducted in an atmosphere of objectivity to ensure the Laboratory obtains all benefits of full and open competition.

The Anti-Kickback Act prohibits Ames Laboratory personnel, its subcontractors at all tiers from providing, attempting to provide, offering to provide, soliciting, accepting, and attempting to accept kickbacks. This act also provides civil and criminal penalties for its violation. No employees shall solicit, accept, or attempt to accept any kickback. Suspected violations of the Anti-Kickback Act shall be immediately reported to the Purchasing Manager.

11.15. Exchange/Sale – see Trade-Ins

11.16. Foreign Purchases

All foreign end item acquisitions valued in excess of \$500,000 must be approved by DOE prior to award unless otherwise exempt.

Except as authorized by the Office of Foreign Assets Control (OFAC), most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

11.17. Government Printing Office (GPO)

Public Affairs or Graphics identifies a need to print Laboratory materials greater than (X), and contacts the GPO with specifications. GPO sends out competitive quotes to pre-qualified suppliers and awards the work. Purchasing is notified the work has been awarded when Public Affairs or Graphics personnel submit a purchase requisition. Purchasing processes the requisition for PO and for payment. Price reasonableness has been determined through GPO's purchasing process.

11.18. Government Supply Sources

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The Laboratory has been authorized by DOE, under its Prime Contract to use Government Supply Sources in the acquisition of materials, supplies, equipment, computers, and related items, and non-personal services, when it is in the best interest of the Laboratory to do so.

All acquisitions through Government Supply Sources are considered reasonable and price competitive, as long as they have market place, published prices. For those schedules/contract vehicles that do not include pricing, the Laboratory shall require a minimum of two prices in order to consider the award competitive.

General Services Administration (GSA) schedules are non-mandatory sources of supply; however, Ames Laboratory should consider GSA when it is economically advantageous or otherwise in the best interest of the U.S. Government. The GSA manages the GSA Advantage program (<https://www.gsaadvantage.gov>) which provides ability to purchase on-line for common items that have published pricing and to use [eBuy](#), which provides an on-line Request for Quotation (RFQ) tool. eBuy is designed to facilitate the requirement for submission of quotations for a wide range of commercial supplies and services. GSA also offers Federal Supply Schedules for certain categories, such as medical supplies, office supplies and shipping tenders.

For purchases using a GSA schedule, the Laboratory should identify the GSA contract number on the Purchase Order, as well use Header Standard text, #05 in Costpoint to note that:

This order is placed pursuant to written authorization from D.O.E. to use GSA sources of supply (FEDSTRIP CODE 896107). In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

DOE issues the Laboratory a letter allowing GSA pricing that may be supplied to vendors as requested.

11.19. Heavy Water

The Senior Program Official or designee controls the acquisition and production of heavy water for a given program. Requests for heavy water shall be placed directly with the Senior Program Official or designee. Ames Laboratory will contact the DOE CO if it receives a request for Heavy Water.

11.20. Helium

Acquisitions of helium by DOE and its authorized contractors shall be in accordance with this procedure. The Bureau of Land Management Federal Helium Suppliers with In-Kind Crude Helium Sales listed at <http://www.blm.gov> are the only private companies that are authorized to provide refined helium needs (whether in gaseous or liquid form) if that need meets the definition of a major requirement of helium. A major requirement of helium has been defined as 200,000 cubic feet (7,510 liters) or more annually for each helium use location (which is the place of delivery). If the helium to be acquired does not meet the definition of a major requirement, it may be purchased from any other source.

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The Laboratory shall insert the FAR clause 52.208-8, Required Sources for Helium and Helium Usage Data in all contracts that involve major helium requirements.

11.21. Indemnification

With exception for Price-Anderson Nuclear Hazards Indemnity, subcontractors shall not be indemnified without DOE approval.

11.22. Intellectual Property

Intellectual Property terms and conditions shall be included with subcontracts and purchase orders in situations where the ownership of rights is designated for any inventions that may be conceived or reduced to practice in the course of or under subcontract work, including:

- Research, development, or demonstration work;
- Design services;
- Work involving coordination and direction of the work of others; and/or
- A computer program or software is to be developed or an existing program is to be modified.

Standardized intellectual property templates are available to the Purchasing Agents for incorporation into the subcontract document.

11.23. Inter-Contractor Purchases (MPOs and IWOs)

Refer to section 6.1.8.

11.24. Lease

Lease versus purchase decisions in this manual are applicable to personal property. Any time the Laboratory is considering a lease, Purchasing will work with the Laboratory Director of Accounting to determine applicability and allowability.

11.25. Legal Counsel

- Purchasing utilizes Ames Laboratory counsel, and when needed, Iowa State University legal counsel.
- Procurement personnel shall consult with the Purchasing Manager and/or Laboratory legal counsel on any matters that involve legal questions or potential legal implications.
- Unusual procurement actions which have special terms and conditions, should be sent and reviewed by legal counsel prior to execution.
- Any procurement action involving a potential conflict of interest should be approved by legal prior to execution.
- Any subcontractor bankruptcy issues shall be reviewed by legal counsel.

11.26. Lithium

Lithium is available from Y-12 at no cost other than normal packing, handling, and shipping charges from Oak Ridge National Laboratory. The excess quantities at Y-12 are the first source of supply prior to procurement of lithium compounds from any other source.

11.27. Meals

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Meals are generally unallowable, however, exceptions may be made by the Contracting Officer. Approval for the Laboratory's payment of meals, (e.g. working dinners) must be fully documented and approved in advance. This procedure is completed through the COO and Accounting. Approval documentation will be provided to Purchasing with the purchase requisition and will be filed in the Purchase Order documentation.

11.28. Motor Vehicles

The primary source for acquiring Laboratory motor vehicles is the GSA consolidated vehicle procurement program. All motor vehicles are managed through the GSA lease program.

11.29. Moving Expenses

For domestic moving expenses, the Laboratory uses ISU's contract with Beltmann Group. Prior to the purchase requisition, Human Resources notifies Purchasing the move is occurring. Purchasing awaits the estimate from ISU Purchasing and then the program is responsible for submitting a purchase requisition to Purchasing. Pricing reasonableness is determined by ISU Purchasing. Human Resources and Accounting are responsible for submitting a purchase requisition for the allowable amount payable by the Laboratory.

The Purchasing Office generates the purchase order to Iowa State Purchasing, which then contracts with the Beltmann Group under its negotiated contract.

11.30. Non-Competitive Procurement

Competition is the preferred method of acquiring goods and services. Procurements shall be made on a competitive basis to the maximum practical extent. Circumstances may exist where one source has exclusive capability to perform the work within the time required and at reasonable prices.

- Requestors may submit the [Justification for Non-competitive Procurement](#) form with procurements expected greater than \$25,000. The justification provided by the requestor shall also be approved by the authorized program director/representative. Requests must be adequately justified by the requestor to be considered for approval. The justification shall establish enough facts to ensure that competition is either not practical or possible.

Purchasing Manager approval is required for all purchase requisitions equal to or greater than \$25,000 when it is requested Purchasing does not competitively award the good and/or service, unless exempt for one of the following reasons:

- Utility services are only available from one source
- Educational services from non-profit institutions where the institution is named in the Funding Opportunity Announcement
- Supplies and services are from Government Supply Sources, other government-owned-contractor-operated laboratories, and DOE directed procurements
- Awards issued against blanket agreements where the blanket agreement was competitively evaluated, awarded, or initially supported with a Justification for Non-Competitive Procurement

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- Purchasing has the sole authority to approve or reject the request for Non-competitive procurement.
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- Purchasing from or through other government agencies and purchases less than \$25,000 are exempt from sole source justification requirements.

11.31. Organizational Conflicts of Interest (OCI)

An OCI exists when a supplier's performance may provide it with an unfair competitive advantage on future procurements; prevent it from rendering impartial, technically sound and objective assistance or advice, or may place a supplier in a conflicting role that may bias a supplier's judgment in relation to the work being performed. The Laboratory will avoid, neutralize, or mitigate OCI before entering into contracts, agreements, and other arrangements. DOE approvals will be obtained when an OCI cannot be avoided or neutralized and the Laboratory still seeks an award with that particular supplier.

OCIs are not limited to any particular type of acquisition, but are most likely to apply to:

- Management and professional support services
- Studies, analyses, and evaluations
- Preparing specifications or work statements
- Contractor performance of or assistance in technical evaluation or advisory and assistance services (FAR 37.202)
- Systems engineering and technical direction work performed by a contractor not having overall contractual responsibility for development or production
- Situations where a supplier obtains proprietary information from the Laboratory or the Government.

OCI disclosures, provisions and determinations are not required for:

- Acquisitions actions less than the Simplified Acquisition Threshold
- Purchase Orders or subcontracts for supplies
- Construction or demolition and decontamination (D&D) contracts
- Real property leases
- Advisory or Assistance Services excluded in 37.202, including:
 - 1) Routine information technology services unless they are an integral part of a contract for the acquisition of advisory and assistance services;
 - 2) Engineering services; and
 - 3) Research on theoretical mathematics and basic research involving medical, biological, physical, social, psychological, or other phenomena.

The Purchasing Agent will evaluate appropriate solicitations and take every reasonable action to mitigate, avoid, or neutralize OCI by:

- Completing the OCI fact sheet. If an OCI or potential OCI is not anticipated, no further action is required and the fact sheet is filed with the contract folder.
- Include the OCI disclosures form 48300.040 in solicitations if an OCI or potential OCI exists.
- Upon receiving the completed form, the purchasing agent will determine OCI is not applicable and take no further action, determine an OCI or potential OCI exists and send to Laboratory legal to further review, neutralize, or mitigate by inserting the OCI clause into the contract, or forward to the CO all pertinent disclosures, information, and review sheets for those potential or actual OCIs that cannot be avoided, neutralized, or mitigated for DOE review and approval.

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11.32. Payment Provisions

Payment is generally made to subcontractors upon delivery and acceptance of supplies or services rendered and subcontractors are expected to make their own financing arrangements. The Laboratory's standard payment terms are Net 30.

Advanced, progress, or milestone payments may be provided for if doing so is the customary business practice, for procurements involving long lead times, or when doing so is otherwise appropriate or necessary. Progress payments are customary on construction projects based on an approved schedule of values, or percentage of work completed. Milestone payments are common based on completion of specific, definable milestones with deliverables.

Payment provisions should be clear on the Purchase Order or Subcontract negotiated by the Purchasing Agent.

11.33. Precious Metals

NNSA, Y-12 National Security Complex in Oak Ridge, TN is responsible for maintaining the DOE supply of precious metals. These metals are platinum, palladium, iridium, osmium, rhodium, ruthenium, gold and silver. The NNSA Y-12 National Security Complex has assigned management of these precious metals to its Management and Operating (M&O) contractors. Ames Laboratory shall coordinate with Y-12 regarding the availability of these metals prior to purchasing in the open market.

11.34. Prescription Eyewear (Protective Lenses)

In accordance with Clause I.126 DEAR 970.5223-1 and the Occupational Safety and Health Administration (OSHA), the Laboratory has created a [Prescription Safety Eyewear Policy](#) to ensure the safety of employees by having adequate protection available for those with corrective vision requirements who also require prescription safety eyewear while at work. Purchasing is responsible for managing the Prescription Safety Glasses Program with guidance from Ames Laboratory ESH&A.

The policy then provides a link to the [Prescription Safety Eyewear Form](#) which includes instructions on how to obtain prescription safety eyewear and how to get reimbursed for the purchase by Ames Laboratory.

11.35. Prevailing Wage Act (also known as Davis-Bacon Act)

The Davis-Bacon Act is applicable to all Laboratory subcontracts and/or purchase orders in which the cost is anticipated to exceed \$2,000 for the construction, alteration, and/or repair (including painting and decorating) of public buildings or public works.

The purchasing agent receives notice of an upcoming project or a purchase requisition and follows the Laboratory [Davis-Bacon Act Procedure](#).

11.36. Prime Contract Changes

DOE makes changes to the Prime Contract as rules and regulations are added and changed. Purchasing is notified by the Contracting Officer or the COO of the Laboratory when DOE is proposing Prime Contract changes. The Purchasing Manager generally reviews the changes for impact prior to the modification.

Upon prime contract modification, Purchasing incorporates updated terms and conditions into its new subcontracts within 60 days of the prime contract modification date to ensure the flow downs and requirements are being incorporated into purchases.

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Refer to Appendix B regarding the current list of terms and conditions.

11.37. Property

Any property furnished by the Laboratory or acquired by the Subcontractor as a direct cost under a subcontract, title to which vests in the Government, shall be identified, controlled, and protected as required by the property clause, (DEAR 970.5245-1).

Title to subcontractor acquired Government property shall pass to and vest in the Government upon delivery of such acquired property. Title to subcontractor fabricated Government property shall pass to and vest in the Government upon the first occurrence of any of the following:

- Issuance of such property for use in Subcontract performance;
- Commencement of processing or use of such property in Subcontract performance, or
- Reimbursement of the cost for the price of such property by Ames Laboratory to the Subcontractor.

Any subcontract negotiated with Government-furnished or subcontractor-acquired property should be discussed with Ames Laboratory Property Services for identifying, tracking and reporting purposes. Prior to close out of a subcontract, Government-owned property must be dispositioned by the Laboratory. Detailed information regarding property management can be located in the [Property Management Policy](#).

11.38. Quality Assurance

Quality Assurance is a key part to purchasing goods and services that provide the best quality, timely delivery and meet the requestor's needs. Buyers make purchases with consideration commensurate with the complexity, significance, and function of the designated material or service.

11.35.1. Requestors prepare purchase requisition forms with detailed specifications, standards and/or descriptions that are to clearly and accurately describe the requested items or services. Buyers assist with specifications and/or requirements as needed.

11.35.2. Purchasing enters the requisition and codes all purchased items by commodity and forwards higher risk commodity purchases to FES for review and approval. FES reviews the items for procurement quality and suspect and counterfeit items. FES "flag" certain purchases within Costpoint to inspect them upon receipt at the Laboratory. Commodities include: ADP, Construction Supplies, Ionizing Radiation, Laboratory Equipment, Laboratory Accessories, Laboratory Supplies, Machinery, and Non-Ionizing Radiation. FES also reviews all purchase card transactions monthly and inspects the item for quality assurance and suspect and counterfeit.

11.35.3. Buyers assess the type of purchase and insert special quality assurance flow down clauses in the RFP and or purchase as needed. Specific quality assurance requirement flow downs are set up in Costpoint as standard text (see below for a list of the QA flow downs), and the Buyer inserts these clauses as appropriate

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per purchase. Buyers may coordinate which flow downs to insert into a subcontract with the requestor as needed.

11.35.4. Purchasing awards to capable and reliable subcontractors who provide the best value to the Laboratory. Sources are found via past purchases, strategic sourcing agreements, GSA agreements and via Internet. References may be requested by the Buyer to prove reliability and reputability.

11.35.5. If the subcontractor does not deliver on the agreement or the Laboratory experiences reliability issues, Purchasing will make a note in the Costpoint system and move the vendor to inactive. This will not allow Purchasing to cut an order until the issues are resolved or until the vendor has remedied outstanding quality assurance issues.

11.35.6. For Laboratory equipment purchases, the Buyer will include *Supplemental Terms and Conditions for Laboratory Equipment Purchases*. The Buyer may work with the requestor to determine which clauses are applicable. Some or all may apply depending on the purchase. Topics addressed within these terms and conditions include: pre-installation requirements, end-item documentation package, serial numbers, operating-maintenance manual, warranty and service/maintenance agreement details, and computer software configuration management.

11.35.7. *Quality Assurance Line Standard Text*

Specific text is considered for each purchase. As deemed to be required by the purchasing agent, a requestor, FES, or ESH&A, the purchasing agent will incorporate these standard text phrases in purchase orders.

CALICERT - Calibration Certification. The Supplier shall submit with each instrument/system a certification that the instrument/system has been calibrated and is ready for use. The certification shall contain, as a minimum, the identity of the instrument/system, identification of the calibration procedure used, identification of the standards and/or equipment utilized for the calibration, and a statement that the calibration of the standards and/or equipment used is traceable to the NIST or some other recognized national or international standard, or physical constant.

COFCONF - Certificate of Conformance (C of C). This item requires a Certificate of Conformance. With each shipment, per the PO, the supplier shall submit a Certificate of Conformance (C of C). In case of drop shipment, a copy of the certificate shall be submitted to the buyer at the time of shipment. The certificate shall include the title of and be signed by an authorized representative of the company, and shall constitute a representation by the supplier that materials used are those which have been specified by the PO, and the items delivered were produced from materials for which the supplier has on file, reports of chemical or physical analysis, or any other equivalent evidence of conformance of such items to applicable specifications. Processes used in the fabrication of items delivered were in compliance with applicable specifications included as part of the PO/contract, or buyer-approved procedures or specifications. The items as delivered comply with all applicable drawings, specifications, deviations/waivers and other requirements of the procurement

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documentation; and when specified, cleaning and cleanliness requirements have been completely satisfied. The C of C shall reference the supplier's applicable cleaning procedures.

EFPM - Electrical, Fire Protection, Material, and Systems. All electrical, fire protection, material and systems delivered to Ames Laboratory shall be certified, listed, or labeled by a nationally recognized testing laboratory (NRTL). The CE mark is not a recognized NRTL certification mark. (For a listing of osha-recognized NRTLs, refer to <https://www.osha.gov/>)

For electrical, fire protection, material and systems which no NRTL accepts, certifies, lists, labels, or otherwise determined to be safe, the supplier shall get approval from the Ames Laboratory prior to installation and/or delivery.

In accordance with 29 CFR 1910.147(c)(2)(iii) whenever new machines or equipment are provided with energy isolating devices, those devices shall be designed to accept a lockout device.

ELEVPLAT - Self-propelled or Manually Propelled Elevating Work Platform Equipment. All self-propelled elevating work platform equipment (e.g., scissor lift) sold, leased or rented to Ames Laboratory shall meet the requirements of ANSI A92.6. All manually propelled elevating aerial platform equipment sold, leased or rented to Ames Laboratory shall meet the requirements of ANSI A92.3.

HOISTRIG - Hoisting & Rigging Equipment. All hoisting & rigging equipment sold, leased or rented to Ames Laboratory shall meet the requirements of the latest applicable OSHA Regulations (e.g., Part 1910) and ASME B30 Series standards for design, construction, markings, and proof load testing. When proof load testing is required by the standards, a certificate shall be provided upon delivery documenting the proof test.

LOTBATCH - Lot or Batch Numbers. For items furnished in accordance with the procurement documentation, the manufacturing lot or batch number shall be indicated on the packing list, certifications and other applicable documents. Where impractical to mark individual parts due to size or shape, the lot or batch number shall be marked on identifying tags or the smallest unit package.

M&TECALI - Measuring and Test Equipment (M&TE) Calibration. The Supplier shall calibrate any M&TE used in the fulfillment of the PO requirements against certified standards that are traceable to the National Institute of Standards and Technology (NIST), or some other recognized national or international standard, or physical constant. The supplier shall notify the buyer of any condition found during the calibration, servicing or repair of measuring and test equipment that can affect the end item requirements.

MATRACE - Material Traceability. Materials used must be identified by material type, applicable specification and revision number, and be traceable to their lot and/or heat number(s). Traceability records shall be available for review by the Buyer's representative.

QAPRMANU - Quality Assurance Program Manual. The Supplier shall submit a copy of their Quality Assurance Program or Manual or ISO certification with their proposal for review and evaluation.

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RECORDS – The Supplier shall retain objective evidence, including records, of the inspections and tests performed in the course of manufacturing, testing, inspecting, preserving, packaging, and preparation for shipment of procured items. These records shall be made available to the Buyer’s representative for review upon request. These records shall be maintained for a minimum of three (3) years, unless otherwise specified in the procurement documentation, after the completion of the PO/contract.

SOFTTEST - Computer Software Verification Testing. The Supplier shall test and verify computer software developed or modified to fulfill the requirements in the procurement documentation. The verification testing shall be accomplished by a comparison of test results with those from other verified software, or by a comparison with results from analytical solutions or Buyer-approved alternatives.

SOFTVALID - Computer Software Validation. The Supplier shall develop written procedures describing the controls applied to the design of software and the validation of the design through independent technical review. The procedures shall provide for documentation of review activities, including requirements for documenting comments and resolution of comments. Supplier software designs and review documentation shall be subject to review and approval by the Buyer.

SPECPROC - Special Processes. Processes (e.g., welding, brazing, bonding, plating, chemical machining, chemical coating, chemical cleaning, precision cleaning, heat treating, or waste processing) that either cannot be verified non-destructively or require a unique (special) non-destructive test / inspection (e.g., radiographic inspection, ultrasonic testing, pressure leak testing) shall be performed in accordance with detailed written procedures. These procedures shall specifically describe the exact manner in which the processes are to be performed. Additionally, the following requirements apply:

SPECPRO1 - Copies of special process procedures shall be made available on request for review by the Buyer’s representative.

SPECPRO2 - At least sixty (60) calendar days prior to use on items deliverable to the Buyer, the Supplier shall submit to the Buyer copies of all applicable process procedures for review and approval. Revisions or changes to Buyer-approved special process procedures must be submitted to the Buyer for review and approval prior to implementation.

SPECPRO3 - Weld/Blaze Inspection Report. A report(s) shall be submitted that indicates the complete inspection of welds or brazes from the initial fit-up stage through final inspection. Inspection reports shall be accompanied by all radiographic films, filler metal reports etc. The reports shall contain the signature or stamp, and title of an authorized Supplier representative.

SPECPRO4 - Nondestructive Test Reports. All nondestructive testing shall be conducted in compliance with the Supplier’s special process procedures that satisfy the applicable provisions of the design specifications, or other procurement documentation requirements. Personnel and equipment utilized in performance of such tests shall be qualified for the type of test performed. The Supplier shall furnish with, or prior to, each shipment reports of such nondestructive examination of materials or items furnished. These reports shall be identifiable to the respective item or material including the specific

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section, joints or views of the item furnished. These reports shall contain the signature and title of an authorized Supplier representative. When items are serialized, the serial numbers shall appear on the reports.

SPECPRO5 - Pressure or Leak Test Reports. Test reports shall be prepared for all pressure and leak tests. Such reports shall state the requirement, the Supplier's test procedure number, and the observed result for each item, joint or connection tested. When items are serialized, the serial numbers shall appear on the report. Reports shall contain the signature/title of an authorized Supplier representative and shall accompany each shipment.

TESTPLAN - Manufacturing/Inspection/Test Plan. Prior to performance of work, the Supplier shall submit for the Laboratory's approval a Manufacturing/Inspection/Test Plan for the item(s) to be produced. Once approved, changes/revisions must be approved by the Laboratory prior to implementation. The Plan may be a single document, or may make use of existing "travelers," or other suitable planning and control documents.

TESTPROC - Test and Inspection Procedures. Test and inspection procedures required to demonstrate satisfactory completion of requirements shall be prepared by the Supplier and submitted to the Buyer for approval sixty (60) calendar days prior to use of such procedures. Once approved, changes/revisions must be approved in writing by the Buyer prior to implementation.

USEDEQUIP - Used Industrial Equipment. For used industrial equipment (e.g. scissor lifts, fork lifts, etc.), a Certificate of Conformance shall be provided as objective evidence and must additionally state that all maintenance and manufacturing alerts have been screened and all required repairs and improvements have been completed. The Supplier should provide records of the last year of maintenance.

11.39. Ratification of Unauthorized Commitments

When procurement actions involve commitments to subcontractors made by persons to whom procurement authority has not been delegated, ratification of the action may be necessary. The procurement action may not proceed until ratification of the action is approved by the Manager of Purchasing and Property Services.

Ames Laboratory Purchasing does not have authority to ratify subcontracts to start prior to execution of the subcontract. If ratification is required, DOE must approve the ratification.

11.40. Reimbursements

Occasionally, a Laboratory employee experiences an emergency or after-hours requirement. These employees generally do not hold a Laboratory p-card. The employee may submit a purchase requisition with proof of payment (generally a receipt) to request reimbursement.

The Laboratory facilitates payment of prescription eyewear through a employee reimbursement.

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Reimbursements are reviewed and approved by the Purchasing Manager. It is the Laboratory's discretion to reimburse the individual.

The Laboratory is allowed to reimburse sales tax since individuals are not qualified tax exempt.

11.41. Sales Tax Exemption

The Laboratory is exempt from the State of Iowa sales tax through Iowa State University. The Laboratory provides vendors a Sales Tax Exemption Certificate upon request.

Excise taxes along with hotel/motel taxes are still required.

When the Laboratory is holding business in another state, some states grant tax exempt status for goods or services purchased while in their state. The Laboratory refers to ISU's Purchasing Website, [Sales Tax information](#) page, for directions on how to show sales tax exemption.

11.42. Security Cabinets

Ames Laboratory does not have classified information. Orders for security cabinets (which are designed to hold classified information), shall contain a statement that the security equipment is needed for housing Government security classified information and that the purchase of such equipment is required to comply with the security provision of a the Laboratory Prime Contract.

11.43. Service Contract Act of 1965, As Amended

The Service Contract Act of 1965, as amended (SCA), applies to all subcontracts for services, including blanket agreements and basic ordering agreements, issued by the Laboratory unless exempt by statute or by direction of the Secretary of Labor. Subcontracts for services awarded by the Laboratory shall be subject to the SCA to the same extent and under substantially the same conditions as if they were awarded by the U.S. DOE.

Service Contract means any subcontract, where the principal purpose is to furnish services in the United States, its possessions and territories, except as exempted under Section 7 of the Act (Statutory Exemptions,) or Section 4 of the Act, Administrative Exemptions authorized by the Secretary of Labor, and the additional exemptions provided at 29 CFR 4.123.

Service Contractor means a contractor, or subcontractor at any tier, whose contract is subject to the SCA. The term "employer for purposes of the SCA is used interchangeably with "contractor" or "service contractor."

Service Employee means any person engaged in the performance of a contract whose principal purpose is for the provision of services other than a bona fide executive, professional, administrative, computer, or outside sales employee, as defined in 29 CFR 541, regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such employee(s).

All purchase requisitions will be reviewed by the purchasing agent for SCA applicability prior to issuing any solicitation for such services.

11.44. Exemptions to Service Contract Act

11.44.1. Statutory Exemptions Include:

- Contracts subject to the Prevailing Wage Act (Davis-Bacon Act)
- Contracts for supplies and equipment subject to the Walsh-Healey Public Contracts Act
- Contracts to transport freight or personnel by vessel, airplane, bus (except charter bus), truck, express, railroad, or oil/gas pipeline where published tariff rates are in effect.
- Radio, telephone, telegraph, or cable services subject to the Communications Act of 1934
- Public utility services
- Employment contract for direct services to a federal agency by an individual or individuals (direct hires)
- Contract postal stations for the U.S. Postal Service.

11.44.2. Administrative Exemptions Implemented by the Secretary of Labor:

- Contracts with common carriers of mail by rail, air (except air star routes), bus, and ocean vessel on regularly scheduled runs of the carriers over established routes (not charter routes, regardless of frequency) and the revenue accounts for an insubstantial portion of the revenue derived on the route from other freight or cargo
- U.S. Postal Service contracts with individual owner-operator mail service if it is not contemplated that the owner-operator will hire any service employee to perform the service except for a short period of vacation time or for unexpected contingencies
- Contracts for the carriage of freight or personnel if subject to section 10721 of the Interstate Commerce Act
- The following maintenance, calibration, or repair services for (1) office information/word processing systems; (2) scientific equipment and medical apparatus/equipment if application of microelectronic circuitry or other technology is an essential requirement; (3) office/business machines if performed by the manufacturer or supplier of the equipment provided that:
 - The services are commercial services used regularly by non-governmental customers in substantial quantities;
 - The services are furnished at established catalog or market prices;
 - The Contractor uses the same wages/fringe benefits rates as for commercial customers; and
 - The contractor certifies on the [Service Contract Act Certification](#) form, to the above. If the contractor does not certify to these reasons, the Service Contract Act will apply to the contract.

11.44.3. Additional Exemptions at 29 CFR 4.123 and FAR 22.1003-4

- Automobile or other vehicle maintenance services (other than contracts to operate a motor pool or similar facility)
- Financial services for issuance/service of cards (credit, debit, smart cards, etc.)
- Contracts with hotels/motels for conferences, including lodging and meals that are part of the conference but not extended stays or on-going

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- contracts for lodging on an as-needed basis
- Maintenance/calibration/repair/installation (where installation is not covered by Davis-Bacon) of all types of equipment obtained from manufacturer/supplier on a sole-source basis
- Transportation services on regularly scheduled routes, except charter bus services or taxi services
- Real estate services relating to housing Federal agencies or disposing of real property owned by the Government relocation services, including real estate brokers and appraisers to assist Federal employees or military personnel in buying/selling homes (which shall not include moving/storage of household goods and related services)

When purchasing receives a requisition that will be covered under SCA, the **agent prepares** the [Notice of Intention to Make a Service Contract](#) form and obtains a copy of the appropriate wage determination online at the U.S. Department of Labor's website located at <http://www.wdol.gov>. The wage determination is included with the completed form and the purchasing agent submits to the CO for approval. Once approved, the wage determination is incorporated into the solicitation and/or resultant contract along with the Service Contract Act terms and conditions. The contract should also contain header standard text in Costpoint to indicate it is SCA-covered. For contracts less than \$2,500, the purchasing agent may want to include standard header text on the contract that indicates that SCA will apply if the contract exceeds \$2,500.

11.41. Shipping Orders

The [Shipping Order Form](#) should be completed by the requestor to ship materials out of the Laboratory. This may involve a repair for an existing piece of equipment, a warranty replacement, or a return. In these instances, Materials and Transportation requires a Purchasing Agent to sign the form, acknowledging and approving the outward shipment. The Purchasing Agent often includes a copy of the signed shipping order within a PO for file documentation.

11.42. Shipping Terms

Purchasing Agents generally follow International Commercial Terms, known as Incoterms 2010, for shipping. This is a list of pre-defined commercial terms published by the International Chamber of Commerce intending to clearly communicate the tasks, costs, and risks associated with the transportation and delivery of goods.

The Purchasing Agent is responsible for negotiating appropriate shipping terms for transactions. It is most preferred with the least amount of risk for the Laboratory to agree to Delivered at Place, or DAP terms for domestic shipments and Delivery Duty Paid, or DDP terms for foreign shipments.

The following chart should be referred to when negotiating risk and transfer of ownership for shipment of goods:

INCOTERMS® 2010 QUICK REFERENCE CHART

INCOTERMS® 2010											
	Rules for any mode or modes of transport							Rules for sea and inland waterway transport			
	EXW	FCA	CPT	CIP	DAT	DAP	DDP	FAS	FOB	CFR	CIF
	Ex Works	Free Carrier	Carriage Paid To	Carriage & Insurance Paid To	Delivered at Terminal	Delivered at Place	Delivered Duty Paid	Free Alongside Ship	Free on Board	Cost & Freight	Cost, Insurance & Freight
SERVICES	Who Pays	Who Pays	Who Pays	Who Pays	Who Pays	Who Pays	Who Pays	Who Pays	Who Pays	Who Pays	Who Pays
Export Packing	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Marking & Labeling	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Block and Brace	1	1	1	1	1	1	1	1	1	1	1
Export Clearance (License, EEV/AES)	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Freight Forwarder Documentation Fees	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Seller	Seller
Inland Freight to Main Carrier	Buyer	2	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Origin Terminal Charges	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Buyer	Seller	Seller	Seller
Vessel Loading Charges	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Buyer	Seller	Seller	Seller
Ocean Freight / Air Freight	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Seller	Seller
Nominate Export Forwarder	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Seller	Seller
Marine Insurance	3	3	3	Seller	3	3	3	3	3	3	Seller
Unload Main Carrier Charges	Buyer	Buyer	4	4	Seller	Seller	Seller	Buyer	Buyer	4	4
Destination Terminal Charges	Buyer	Buyer	4	4	4	Seller	Seller	Buyer	Buyer	4	4
Nominate On-Carrier	Buyer	Buyer	5	5	5	5	Seller	Buyer	Buyer	Buyer	Buyer
Security Information Requirements	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer
Customs Broker Clearance Fees	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Buyer	Buyer	Buyer	Buyer
Duty, Customs Fees, Taxes	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Buyer	Buyer	Buyer	Buyer
Delivery to Buyer Destination	Buyer	Buyer	5	5	5	5	Seller	Buyer	Buyer	Buyer	Buyer
Delivering Carrier Unloading	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer

Notes: 1 – Incoterms® 2010 do not deal with the parties' obligations for storage within a container and therefore, where relevant, the parties should deal with this in the sales contract.
2 – FCA Seller's Facility – Buyer pays inland freight; other FCA qualifiers. Seller arranges and loads pre-carriage carrier and pays inland freight to the "F" delivery place.
3 – Incoterms® 2010 does not obligate the buyer nor must the seller to insure the goods, therefore this issue be addressed elsewhere in the sales contract.
4 – Charges paid by Buyer or Seller depending on contract of carriage.
5 – Charges paid by Seller if through Bill of Lading or door-to-door rate to Buyer's destination.

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11.43. Small Business Concerns

Procurements of \$3,500 to \$150,000 shall be reserved for small business concerns if reasonable expectation exists of receiving offers from two or more responsible small business concerns that will be competitive in terms of market price, quality, and delivery.

Competitive procurement exceeding \$150,000 may also be set aside for small business concerns. If a set-aside is used, this should be included in the written solicitation, with an identified North American Industrial Classification System (NAICS) code.

The Laboratory fully supports the maximum practicable participation of small and small minority businesses in support of the Prime Contract. In accordance with the Prime Contract, an annual small business subcontracting plan is submitted to DOE for approval, outlining the following:

- A listing of items and/or commodities which the Laboratory agrees to totally or partially set aside for small business (SB), small disadvantaged business (SDB), small woman-owned (WO), small HUBZone (HUB), and small service-disabled veteran owned (SDVO) businesses, which will be included on the annual plan submitted to DOE.
- The appointment of a Small Business Program Manager (SBPM) to administer and be responsible to the Laboratory Procurement manager for the Laboratory's small business program.
- Documentation requirements when acquisitions in set-aside thresholds from small and small minority acquisitions are not made.
- Requirements for all subcontracts (other than commercial) awarded to "large business" firms which are anticipated to exceed \$700,000 (\$1.5 million for construction) to include a small business subcontracting plan that meets all requirements of FAR 52.219-9. The subcontracting plan submitted by the

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subcontractor must contain all elements identified in this FAR clause unless the subcontracting plan is waived by the Procurement Manager. The plan shall be incorporated into the resultant subcontract.

- Report submission requirements to DOE-CH for data on percentages against stated plan goals for all categories in the plan, along with any other required reporting by DOE.

The Laboratory SBPM is also responsible for:

- Assuring procurement files are documented sufficiently to address small business awards
- Informing other purchasing agents of new sources
- Participating, as possible, in meetings and conferences for small business participation
- Confirming all Individual Subcontracting Reports (ISRs) are submitted within the www.esrs.gov Website by subcontractors with a subcontracting plan. The SBPM will review, then approve the report, or work with the subcontractor to remediate any needed actions.
- Submitting the www.esrs.gov ISRs and Summary Subcontracting Reports (SSRs) timely to DOE-CH.

The Procurement manager will evaluate progress against small business subcontracting goals on a regular basis, and take any necessary corrective action to meet the stated goals.

11.48. Terminations

Termination of subcontracts is rare at the Laboratory. Termination clauses within the terms and conditions of the subcontract should be referred to prior to issuing a termination letter or notice in order to assess any potential for cost or risk to the Laboratory.

11.49. Trade-Ins (also known as Exchange/Sale Authority)

Trade-in of existing property is considered to reduce the cost of replacement property. When property is wearing out or obsolete and must be replaced, the Laboratory can consider exchanging it for new property to offset the cost of replacement.

This method should not be used if the exchange allowance is unreasonably low. The Purchasing Agent should gather information to determine the allowance is a reasonable.

Trading in existing DOE property for updated like property can be conducted if:

- The property exchanged is similar to the property acquired.
- The Laboratory has an ongoing need for that type of property.
- The property involved was not acquired for the principal purpose to exchange.
- The exchange allowance offsets the cost of the replacement property only, not services.

The Purchasing Agent must document for the file to show the exchange allowance, and how much the property would have cost without conducting the exchange. This information is provided to Property Services so that 1) the property, if tagged, can be

retired from the asset database and 2) for annual reporting purposes.

11.50. Training

- Procurement, supply chain management, contracts management, and all related fields are ever-changing. Procurement personnel must be informed of new technology, processes, products and in general, maintain a program of self-educating in order to effectively acquire goods and services for Ames Laboratory.
- Ames Laboratory encourages personnel to participate in on-the-job training, read publications, seek membership in trade organizations and attend continuing education as needed.
- Purchasing personnel is encouraged to request education assistance from Ames Laboratory to attend courses in procurement and contracting practices, or other educational avenues.

11.51. Utility Services

Utility services for the furnishing of electricity, gas (natural or manufactured), steam, water, and/or sewerage to facilities owned or leased by the Laboratory are generally acquired directly by DOE and not by the Laboratory. Acquisitions of utility services must be authorized by DOE.

11.52. Visas

The Laboratory pays for Visa expenses for incoming employees, once approved by Human Resources. Human Resources is the requestor on the purchase requisition. These purchase orders are payable to Department of Homeland Security.

11.53. Workplace Substance Abuse Programs (WSAP) at DOE Sites

A Workplace Substance Abuse Program may be required for non-commercial awards of greater than \$25,000, where performance of the work is at a DOE-owned or leased site and involves positions where failure to properly discharge duties could significantly harm the environment, public health or safety, or national security. Examples include positions such as firefighter, pilot, protective force personnel (authorized to carry firearms), or personnel directly engaged in maintenance, construction, or operation of nuclear reactors, or transportation of certain types and or quantities of hazardous materials, or access to, or handling of, classified information or special nuclear materials.

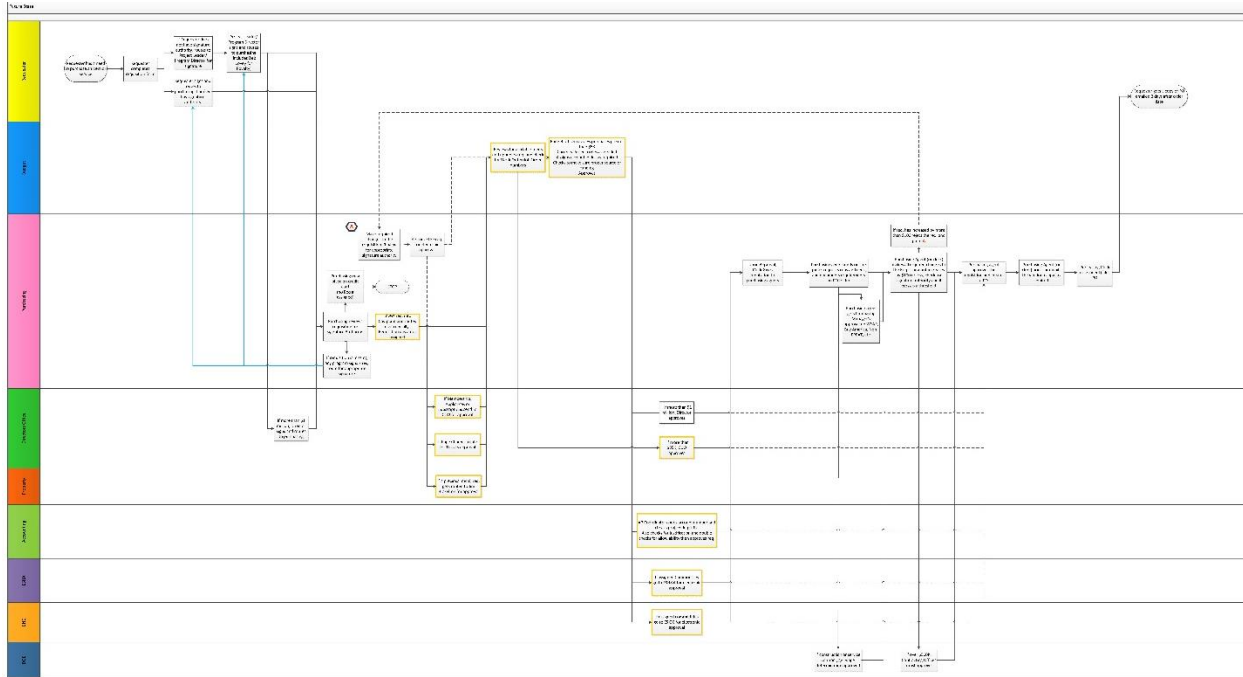
Purchasing will notify the CO reasonably in advance of, but not later than thirty (30) days prior to, the award of any subcontract that the Laboratory believes is subject to WSAP. The notification will include a work scope or statement, a description of where the work is to be performed, and a listing of the job position classification to be used in the performance of the subcontract.

The purchasing agent is responsible in obtaining a supplier agreement for WSAP and sending the supplier a form, Workplace Substance Abuse Programs at DOE Sites Certification of Compliance, form 48300.041. Suppliers performing these kinds of work may be required to submit program information to demonstrate compliance with 10 CFR 707.

The Laboratory's technical representative will monitor suppliers' implementation of the WSAP for effectiveness and compliance during on-site visits at the supplier's location.

12.0 APPENDICES

Appendix A – Requisition Process



Appendix B – Prime Contract Cross-Walk for Terms and Conditions

FAR/DEAR	Clause Name	Prime Contract Clause	Commercial	Labor Hour/Labor Hour Time & Material	AE Fixed Price	Fixed Price Construction	Cost Reimbursement	When Required
52.203-5	COVENANT AGAINST CONTINGENT FEES	I.3		x	x	x	x	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	I.4	x	x	x	x	x	
52.203-7	ANTI-KICKBACK PROCEDURES	I.5	x	x	x	x	x	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	I.8	x	x		x	x	>\$150K
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	I.13	x	x	x	x	x	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS WITH DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	I.19	x	x	x	x	x	>\$35,000
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	derived from I.24		x		x	x	
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING	derived from I.24		x		x		
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	I.24		x		x	x	exceeds the threshold for submission of certified cost
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	I.24 section c, part 2		x		x	x	exceeds the threshold for submission of certified cost
52.215-14	INTEGRITY OF UNIT PRICES	I.26	x	x			x	in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.
52.215-23	LIMITATIONS ON PASS-THROUGH CLAUSES	I.28		x			x	simplified acquisition threshold
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	I.30	x	x	x	x	x	
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	I.31		x	x	x	x	
52.222-1	NOTICE TO THE LABORATORY OF LABOR DISPUTES	I.35		x	x	x	x	
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION	I.37		x	x	x	x	may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	Referenced in I.38				x		
52.222-7	WITHHOLDING OF FUNDS					x		
52.222-8	PAYROLLS AND BASIC RECORDS					x		
52.222-9	APPRENTICES AND TRAINEES					x		
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS					x		
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	I.38				x		in all subcontracts for construction within the United States
52.222-12	CONTRACT TERMINATION - DEBARMENT					x		

Appendix B cont'd – Prime Contract Cross-Walk for Terms and Conditions

FAR/DEAR	Clause Name	Prime Contract Clause	Commercial	Labor Hour/Labor Hour Time & Material	AE Fixed Price	Fixed Price Construction	Cost Reimbursement	When Required
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS					x		
52.222-14	DISPUTES CONCERNING LABOR STANDARDS					x		
52.222-15	CERTIFICATION OF ELIGIBILITY					x		
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	I.39	x	x	x	x	x	every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract
52.222-26	EQUAL OPPORTUNITY	I.40	x	x	x	x	x	all, except for exempted
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION					x		
52.222-30	CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)					x		
52.222-34	PROJECT LABOR AGREEMENT					x		in all subcontracts with subcontractors engaged in construction on the construction project
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	I.43	x	x	x	x	x	≥\$150,000
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	I.44	x	x	x	x	x	>\$15,000
52.222-37	VETERANS	I.45	x	x	x	x	x	≥\$150,000
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	I.46	x	x	x	x	x	>\$10,000
52.222-50	COMBATING TRAFFICKING IN PERSONS	I.47	x	x	x	x	x	in all subcontracts and in all contracts with agents
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	I.48	x	x	x	x	x	>\$3,500
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	I.84 Section x	x			x		in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute
52.223-7	NOTICE OF RADIOACTIVE MATERIALS	I.105					x	All Subcontracts for radioactive materials
52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT	I.56A	x			x	x	
52.223-14	ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS	I.56B	x			x	x	
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	I.57	x	x	x	x	x	
52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS	I.58	x			x	x	
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	I.59			x	x		

Appendix B cont'd – Prime Contract Cross-Walk for Terms and Conditions

FAR/DEAR	Clause Name	Prime Contract Clause	Commercial	Labor Hour/Labor Hour Time & Material	AE Fixed Price	Fixed Price Construction	Cost Reimbursement	When Required
52.223-18	POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	I.60	x	x	x	x	x	exceed the micro-purchase threshold
52.225-1	BUY AMERICAN ACT -- SUPPLIES	I.64					x	
52.225-8	DUTY FREE ENTRY	I.68	x	x			x	
52.225-9	BUY AMERICAN ACT-- CONSTRUCTION MATERIALS	I.66				x		
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	I.67	x	x	x	x	x	in all subcontracts
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	I.84 Section x	x					
52.227-1	AUTHORIZATION AND CONSENT	I.134 (C)(1)	x	x	x	x		simplified acquisition threshold
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT			X				simplified acquisition threshold
52.227-3	PATENT INDEMNITY	referenced in I.136			x		x	
52.227-4	PATENT INDEMNITY- CONSTRUCTION CONTRACTS					x		
52.227-23	RIGHTS TO PROPOSAL DATA	I.69		X	x	x	x	
52.230-2	COST ACCOUNTING STANDARDS	I.71	x	X	x	x	x	
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	I.72	x	X	x	x	x	all subcontracts with small business concerns
52.232-10	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACT				X			
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	I.75	x	X	X	x	x	
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR					x		
52.236-7	PERMITS AND RESPONSIBILITIES					x		
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS					x		
52.236-22	DESIGN WITHIN FUNDING LIMITATIONS				X			
52.236-23	RESPONSIBILITY OF ARCHITECT-ENGINEER CONTRACTOR				X			
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS				X			
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS				X			
52.242-13	BANKRUPTCY	I.82	x	X	X	x	x	
52.242-14	SUSPENSION OF WORK	F.3			X	x		
52.242-15	STOP-WORK ORDER	F.4		X			x	
52.242-1	CHANGES-FIXED PRICE	I.81			X			
52.243-3	CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS			X				
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS				X			
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	I.84	x	X	X	x	x	all
52.246-3	INSPECTION OF SUPPLIES--COST REIMBURSEMENT						X	

Appendix B cont'd – Prime Contract Cross-Walk for Terms and Conditions

FAR/DEAR	Clause Name	Prime Contract Clause	Commercial	Labor Hour/Labor Hour Time & Material	AE Fixed Price	Fixed Price Construction	Cost Reimbursement	When Required
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR			X				
52.246-12	INSPECTION OF CONSTRUCTION					X		
52.246-20	WARRANTY OF SERVICES		X					
52.246-21	WARRANTY OF CONSTRUCTION					X		
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	I.86					X	if requires international air transportation
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	I.87	X				X	all
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	I.88					X	
52.249-2	TERMINATION FOR CONVENIENCE OF THE LABORATORY (FIXED PRICE)					X		
52.249-6	TERMINATION (COST REIMBURSEMENT)	I.89		X			X	
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)				X			
52.249-14	EXCUSABLE DELAYS	I.90		X			X	
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	I.95	X	X	X	X	X	all
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	I.101		X	X		X	simplified acquisition threshold
952.215-70	KEY PERSONNEL	I.103		X	X		X	
952.223-78	SUSTAINABLE ACQUISITION PROGRAM	I.106			X	X		
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE	I.107	X	X	X	X	X	>\$500,000
952.235-71	RESEARCH MISCONDUCT	I.108		X			X	all research subcontracts
970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION	I.144	X	X	X	X	X	
970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES	I.117		X		X		
970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS	I.118					X	Value of Subcontract >\$2 Million, Procurement officials deem it critical task, or subcontract includes 48 CFR 970.5223-1
970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHT INFRINGEMENT	I.135	X	X	X	X	X	
970.5244-1	BONDS AND INSURANCE	I.154			X	X		
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION)					X		
970.5229-1	STATE AND LOCAL TAXES	I.140		X		X		
970.5245-1	PROPERTY	I.155		X	X		X	all cost type